

## CRAIGENVEOCH.

Preliminary notice—Important Sale of Estates at the Mart, Tokenhouse-yard, Bank of England, on Tuesday, the 23rd day of June, 1892, at 2 o'clock precisely.

## MESSRS. J. WATSON LYALL &amp; CO., 118,

Pall-mall, have been instructed to OFFER for SALE by PUBLIC AUCTION, at the MART, Tokenhouse-yard, Bank of England, on TUESDAY, the 23rd JUNE, 1892 (unless previously sold by private bargain), the very beautiful estate of CRAIGENVEOCH, in the county of Wigtown, with magnificent and commodious mansion-house and upwards of 900 acres of excellent mixed shooting, charming pleasure grounds, extensive gardens, &c. Printed illustrated book of particulars, with plan of the estate, detailed rental, &c., may be had on application to Messrs. J. Watson Lyall & Co., Land Agents, 118, Pall-mall, London, S.W.; or Messrs. E. A. & F. Hunter & Co., W.S., 7, York-place, Edinburgh.

## INVEROYKEL.

## MESSRS. J. WATSON LYALL &amp; CO., 118,

Pall-mall, have been instructed to OFFER for SALE by PUBLIC AUCTION, at the MART, Tokenhouse-yard, Bank of England, on TUESDAY, the 23rd JUNE, 1892 (unless previously sold by private bargain), the valuable and compact SPORTING ESTATE of INVEROYKEL, in the parish of Kincardine, and county of Ross, 10 miles from Inverness Station, and the same distance from Culrain. Extent 6,000 acres of excellent moor, giving 500 brace grouse per season. Picturesquely situated and commodious mansion-house. Fishing in Kyle of Sutherland, also two excellent lochs. Estate surrounded by good roads. There are no crofters on the estate. Annual rental £825.

Printed book of particulars, with plan of the estate, may be had on application to Messrs. J. Watson Lyall & Co., Land Agents, 118, Pall-mall, London, S.W.

## GLENCRUITTEN and ARDCONNELL.

## MESSRS. J. WATSON LYALL &amp; CO., Land

Agents, 118, Pall-mall, London, are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, London, on TUESDAY, JUNE 23, 1892, at TWO o'clock precisely (unless previously sold), the desirable SPORTING, Agricultural, and Fencing ESTATES of GLENCRUITTEN and ARDCONNELL, situated in the united parish of Kilmore and Kilbride, in the county of Argyll, and together extending to 2,156 acres or thereby. The estates, which are most beautifully wooded and intersected by good roads, adjoin the picturesque town of Oban, the most favourite tourist and residential summer resort in the west of Scotland. The shootings have been carefully preserved for many years, and, besides grouse and black-game, consists of all kinds of Highland game and roe-deer. Woodcock are plentiful in winter. Trout fishing can be had on the Lussagan, which bounds the estate, and elsewhere in the immediate neighbourhood of the property. The woods, which were planted upwards of 25 years ago, are valuable and extend to over 300 acres. The farm-are of convenient size, and are moderately rented to an industrious and respectable tenantry. The feu rental is £189 5s. 8d., and it is nearly all secured by buildings. If feuing were encouraged the rental might be very considerably increased. The gross rental of the estates is £1,158 5s. 8d., the public burdens amount to £80 3s. 5d., leaving a free rental of £1,078 2s. 3d. In case the whole property does not sell in One Lot, it will be exposed in Three Lots, as follows:—Lot 1.—Glencruitten, extending to about 1,850 acres. The gross rental is £778 16s. 8d., public burdens, £84, which will give a free rental of £714 16s. 8d. Lot 2.—Ardconnell. This portion of the estate extends to about 305 acres. The gross rental is £215 15s. 4d., and the public burdens about £10, which leaves a free rental of £229 15s. 4d. Lot 3.—Feu-duties. These show a rental of £130 13s. 8d. (Lots 2 and 3 will not be sold unless Lot 1 be first sold.)

Printed books of particulars, with plan of the estate, may be had on application to J. Watson Lyall & Co., 118, Pall-mall, London; Messrs. Hagart & Burn-Murdoch, W.S., Princes-street, Edinburgh; or James Logan, Esq., Coltness Estate Office, Wishaw, N.B.

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## CURRENT TOPICS.

SOLICITORS have now the fullest warning from a high official source of what they are to expect in the new Parliament. The intimation is given by a member of the present Government, but it may be assumed that, whichever party is in office after the pending general election, the result will be the same. On Monday a deputation of members of Parliament and others waited upon the Chancellor of the Exchequer to ask that the surplus funds of the Middlesex Registry, which, it was stated, amount to between £7,000 and £8,000 a year, should be devoted to the purchase of the Alexandra Palace and grounds for the use of the public. In reply to the request, Mr. GOSCHEN (according to the *Times*) said that, "in course of time, it was probable that a general system of land registry would be created throughout the country. The appropriation of the money in the manner proposed would be a difficulty in the way of carrying out such a scheme, and he was afraid he could give no hope of being able to meet the views of the deputation." The result, therefore, of the inaction of the Council of the Incorporated Law Society, and of the active assistance rendered by Mr. H. H. FOWLER, M.P., towards the passing of the Middlesex Registry Act, 1891, is that a sum of between £7,000 and £8,000 a year (contributed entirely by the clients of London solicitors) is now actually set aside for the purpose of aiding in the establishment of a gigantic general compulsory system of land transfer. And so the process which we have often described will begin afresh. Whatever Government may be in office after the general election, some fine day a Bill for compulsory land transfer will be suddenly brought in on the pretext that there is this £7,000 or £8,000 a year lying idle. It must not be imagined that the mistake of allowing time for organization of the profession against the Bill will be repeated; the success of the cunning device (to use a mild term) by which the Middlesex Registry Act was passed into law shews how the Council of the Incorporated Law Society may be easily circumvented. Before they have made up their uncertain minds what to do, the Land Transfer Bill will be in the House of Lords. We are happy to think, at all events, that we cannot take any part of the blame for the events which have brought about the result to which we have referred. Week after week we called on the council to take action against the Middlesex Registry Bill, but without effect. Now they, no doubt, see their mistake. So also, we venture to say, they will hereafter see the grievousness of the error they will commit if they stand aloof from the steps proposed to be taken during the present general election to impress upon candidates the evils attending the increase of officialism. Solicitors throughout the kingdom will, no doubt, act for themselves in the matter, but what will be the result to the credit of the council or the prosperity of the society of the spectacle of a body constituted for the protection of the interests of the profession sleeping tranquilly while their constituents are working independently to secure the rights of solicitors?

THE FOLLOWING are the names of the members of the Incorporated Law Society who, up to the present (Thursday), have been nominated to fill the vacancies on the Council—viz., Messrs. WILLIAM FRANCIS FLADGATE, THOMAS RAWLE, JOHN CHARLES REES, CHARLES MYLNE BARKER, FRANCIS KERRIDGE MUNTON, \*HENRY WING, \*JAMES WARNES HOWLETT, \*E. J. BRISTOW, \*JOHN WREFOED BUDD, \*ROBERT CUNLIFFE, \*JOHN HUNTER, \*CHARLES BERKELEY MARGETTS, \*HENRY MARKBY, \*THOMAS MARSHALL, and \*FREDERIC PARKER MORRELL. Those whose names are marked with an asterisk are already members of the council who retire by rotation, and are eligible and offer themselves for re-election.

MR. RICHARD PENNINGTON has been nominated as president of the society for the ensuing year, and Mr. FREDERIC PARKER MORRELL, of Oxford, has been nominated as vice-president. Mr. JOHN STEPHENS CHAPPELOW has again been nominated as accountant-auditor, and Mr. HENRY ENTWISLE BURY and Mr. THOMAS GEMMELL, members of the society, have also been nominated as auditors.

EVIDENTLY the council of judges summoned for Friday, the 17th inst., was somewhat suddenly convened. On Tuesday, when the courts sat for the first time in the present sittings, most of the Chancery judges granted injunctions over Friday, or gave leave to serve notice of motion with writ for that day. Such cases should have come before the court on Friday, but must now be postponed until Saturday, quite regardless of those injunctions which, before that day, expired by effluxion of time.

THE COURTS were closed on Friday in order to allow the judges to attend a council summoned by the Lord Chancellor to consider the resolutions arrived at by the committee of judges appointed at the beginning of the year. These are said to be 101 in number, and, if they involve many matters of principle, the discussion of them is hardly likely to be finished at one sitting. After that is over it will still be necessary to put the resolutions into workable shape, and, as we have already pointed out, this can only be satisfactorily done with the assistance of the officers of the courts and representatives of the bar and of solicitors. A little delay in the promulgation of the proposed changes will be infinitely better than a set of new rules which will not bear the test of practical working.

THERE IS only this to be said against the elevation of Mr. Justice A. L. SMITH to the Court of Appeal—that it will disturb the balance of equity and common law judges which has hitherto been maintained. By an admirable arrangement the common law division of the court has hitherto consisted of two common law and one equity judge, and the chancery division of two equity judges and one common law judge. This will no longer be possible, unless, indeed, it is considered that Lord Justice BOWEN has become, for practical purposes, an equity judge. In other respects we think the appointment will be likely to prove satisfactory. The new Lord Justice brings large experience, a clear and acute intellect, and abundance of strong common sense to his new duties. Whether his selection was due to these qualifications or to the desire to create a vacancy in the Queen's Bench Division time will shew. The announcement of the name of the new judge of that division is looked for with interest.

THE DECISION on Wednesday of the Divisional Court (CAYE and LAWRENCE, JJ.) in *Lilley v. Roney* seems to shew that there is considerable danger in making charges against a solicitor before the discipline committee of the Incorporated Law Society unless the committee decide to report thereon to the court. By section 13 of the Solicitors Act, 1889, the committee are bound so to report if there is a *prima facie* case. A refusal to report, therefore, is equivalent to a finding that no *prima facie* case has been made out, and this may possibly supply the accused with a good deal of the materials he wants to maintain an action for malicious

prosecution against his accuser. The actual elements in such an action, of course, are the absence of reasonable and probable cause and malice, but if there is no *prima facie* case, this tends to shew absence of reasonable and probable cause, and it may also be some evidence of such absence of proper motive in instituting proceedings as amounts for this purpose to malice. In the present case the solicitor against whom the charges had been unsuccessfully made commenced an action for libel against his accuser, and the court, while holding that this was not maintainable, the statements being made in the course of judicial proceedings and so privileged, sanctioned the bringing of an action for malicious prosecution.

THE SPECIALLY-INDORSED WRIT has been making itself very conspicuous of late. There has been quite an epidemic of cases and appeals on points bearing on special indorsements under ord. 3. r. 6, as to what constitutes a special indorsement and what vitiates it. In the recent cases on interest both the Divisional Court and the Court of Appeal agreed in presenting the special indorsement as a distinctive article, the very existence of which depended upon its completeness and entire freedom from blemish at the first moment of existence. If it was not free from blemish when it came into being it was not a special indorsement at all, and could not be dealt with as such, or be made so afterwards for the purpose for which it was primarily conceived—viz., procedure under order 14. For example, a claim for a shilling for interest wrongly included in a specially-indorsed writ for goods sold and delivered was held to deprive the indorsement entirely of its distinctive character as a special indorsement (*Wilks v. Wood*, 40 W. R. 418; 1892, 1 Q. B. 684). It had a blemish when it came into being, therefore it must never be regarded as a member of its species. Such a standard of absolute perfection as this is difficult to maintain, and a little of what is commonly called "climbing down" has soon become necessary. In a case of *Satchwell v. Clarke* (ante, p. 521) the Court of Appeal performed this operation very gracefully. The writ was specially indorsed in every respect, except that it contained a blemish, or what hitherto has been considered as such. The action was by the transferee of a mortgage, and the indorsement did not aver that notice of the transfer had been given to the defendant. The averment was added by amendment after the summons under order 14 had been issued, and, as a matter of course, *Gurney v. Small* (1891, 2 Q. B. 584) was cited to shew that there was no power to amend for purposes of order 14, because the writ was not specially indorsed originally. The Court of Appeal held that the added portion was not a part of the claim. The Master of the Rolls said: "This addition does not alter the claim. It leaves it as before. It merely makes it a more accurate statement of claim, and does not prevent the writ being specially indorsed at the time it was issued." We heartily welcome any qualification, however slight, of the decision in *Gurney v. Small*, though we find it a little difficult to grasp the distinction between altering an indorsement of claim and making it more accurate by adding to it. However, we have this to be thankful for, that amendment of the special indorsement is no longer barred by *Gurney v. Small* if the amendment applies only to some portion of the indorsement other than the actual amount claimed or any of its items.

SOME PRACTITIONERS would like to see R. S. C., ord. 3, r. 6, altered by striking out the word "only" from its opening sentence. The rule begins thus: "In all actions where the plaintiff seeks only to recover a debt or liquidated demand," &c. The rule is a reproduction of section 25 of the Common Law Procedure Act, 1852, in which, however, the word "only" does not occur. In the corresponding rule of 1875 the word "merely" was here inserted, and this, in 1883, was replaced by the word "only." It is thought by some persons who have had experience in the working of order 14 and ord. 3, r. 6, that it would be a great advantage if this exclusiveness were to be removed, and if the procedure towards summary judgment were extended to that portion of a mixed claim to which it properly applies. If a trader, for example, wished to sue for a definite sum for goods sold and delivered, and for damages for breach of a contract,



why should he be debarred from including both claims in one writ, specially indorsing it for the liquidated demand, and proceeding under order 14 for that portion of his claim, independently of his right to proceed to trial for the unliquidated part? At present a plaintiff in such a case usually commences two separate actions, which he is obliged to do on account of the presence of this word "only" in ord. 3, r. 6. Those who suggest such an alteration as that above indicated naturally point to ord. 13, r. 7, which allows judgment in default of appearance on a mixed claim, such judgment being final for the liquidated demand and interlocutory for the unliquidated damages. It is certainly a striking fact that that rule (ord. 13, r. 7) was clearly drawn with the possibility in view that a writ could be specially indorsed as to part of a claim combining a claim for damages with a liquidated demand. The words of the rule are perfectly clear on this point: "Where the writ is indorsed with a claim for detention of goods and pecuniary damages, or either of them, and is further indorsed for a liquidated demand whether specially or otherwise," &c. How do the words italicised agree with the word "only" in ord. 3, r. 6, under which alone a writ can be specially indorsed? The only possible answer is in the words of Tweedledum—viz., "Nohow, contrariwise." Perhaps when the rules come to be revised this curious discrepancy may be removed, either by satisfying those who would like to see the word "only" struck out of ord. 3, r. 6, or by removing the conflicting words "whether specially or otherwise" from ord. 13, r. 7.

THE RETIREMENT of Sir EDWARD FRY, after fifteen years of service on the bench, deprives the Court of Appeal of one of its ablest members. Quiet and dignified in bearing, and keenly attentive to the business in hand, he was a judge whose character imparted strength to the court; and, although he never attempted to assume a prominent place, his presence will be greatly missed. His judgments in the Court of Appeal have not, of course, always commended themselves to the House of Lords, though in at least two notable cases of recent times difference of opinion was almost inevitable. In *Earl of Sheffield v. London Joint-Stock Bank* (35 W. R. 220, 37 W. R. 33) he held, with COTTON and BOWEN, L.J., that the bank had no notice of a money-lender's want of title to pledge his customer's securities, and, although the decision was reversed on appeal, the House of Lords may yet have some difficulty in reconciling this result with its own recent decision in *Simmons v. London Joint-Stock Bank* (ante, p. 394). So, again, in *Vagliano v. Bank of England* (37 W. R. 640, 39 W. R. 657) Sir EDWARD FRY was one of the majority in the full Court of Appeal who decided—Lord ESHER, M.R., dissenting—that a real person, whose name was fraudulently inserted as payee in a bill of exchange, was not a "fictitious or non-existing person"; and, although the majority of the House of Lords came to a different conclusion, Lord BRAMWELL was unable to agree with them, saying of the argument that a person might at the same time be real and unreal according to the intention of another, "This beats me." In *Sharpe v. Wakefield* (37 W. R. 187, 39 W. R. 561), on the other hand, the judgment of the Court of Appeal, to which Sir EDWARD FRY was a party, was unanimously affirmed by the House of Lords; and that tribunal also agreed with the decision at which, with BOWEN, L.J.—Lord ESHER, M.R., dissenting—he arrived in *Mogul Steamship Co. v. McGregor, Gow, & Co.* (37 W. R. 756, 40 W. R. 337). Other cases of interest in which he took part, and which have not gone beyond the Court of Appeal, are, of course, numerous. In *Beresford-Hope v. Sandhurst* (37 W. R. 548) he was a member of the full court which decided that women were not eligible as members of county councils; in *Reg. v. Jackson* (39 W. R. 407) he held, though without indulging in the rhetoric of Lord HALSBURY and Lord ESHER, that a husband has no right to capture his wife and keep her in confinement; in *Marquis of Ailesbury's Settled Estates* (40 W. R. 243) he submitted to the wave of sentiment which swept over the Court of Appeal, and induced it to hold that a spendthrift tenant for life might force a sale of the family estates to prevent them from falling into the hands of his mortgagees; and in *Cleaver v. Mutual Life Association* (40 W. R. 230) he agreed, with more of his usual

shrewdness, that Mr. MAYBRICK's estate did not lose the benefit of a policy because he had had the misfortune to be murdered by his wife. Of equal importance, though not of the same popular interest, was the decision in *Billing v. Brogden* (37 W. R. 84), where, with COTTON and LOPES, L.J., he affirmed the long-delayed decision of NORTH, J., that a trustee is bound to take prompt and effectual proceedings to recover money due to the trust estate unless he can shew that they would have been useless. But a more elaborate judgment, and that, perhaps, by which Sir EDWARD FRY will be best remembered, is the one which he delivered, on behalf of BOWEN, L.J., and himself, in *Cochrane v. Moore* (38 W. R. 588), and in which he examined the early authorities as to the necessity of delivery to pass the property on a verbal gift of chattels with a minuteness not often attempted in the courts. The above are, of course, only a few of the cases in which Sir EDWARD FRY has shewn his ability as a judge, and there will be universal regret that the Court of Appeal should lose his services whilst his powers are still unimpaired.

AN ASSIGNMENT of property to be subsequently acquired can of course by itself confer no title at law, but it is important to observe that, though the rights which it confers are in the first instance equitable only, yet if the assignee should afterwards take possession of the goods, his legal title becomes thereby complete. Upon this distinction, which was established by *Holroyd v. Marshall* (11 W. R. 171, 10 H. L. C. 191), STIRLING, J., based his decision in *Morris v. Delobel-Filipo* (40 W. R. 492). The defendant, a manufacturer in France, appointed the plaintiff agent in this country for the sale of his goods. Under the terms of the agreement, which after the commencement of the agency were reduced into writing, the agent was to be secured for any advances he might make for the purpose of the business by the stock of goods which should from time to time be in his hands, and which the manufacturer bound himself should not fall below a certain value. The agency having been terminated by the manufacturer, the agent sought to reimburse himself for expenses he had incurred by enforcing his security against the goods then in his hands, but his claim was resisted by the manufacturer on the ground that the document was a bill of sale, and was void for want of registration. This, it was said, was under the words of section 4 of the Bills of Sale Act, 1874, which bring within the scope of the Act "any agreement by which a right in equity to any personal chattels or to any charge or security thereon" is conferred. These words, however, as was pointed out by BOWEN, L.J., in *Ex parte Hubbard* (35 W. R. 2, 17 Q. B. D. 690), were intended to bring within the Act documents which create a right in equity as distinct from a right at law, and they do not apply, therefore, where the right at law is already complete. An example of this is afforded by *Reeves v. Barlow* (32 W. R. 672, 12 Q. B. D. 436), where the Court of Appeal held that the clause in a building agreement providing that materials brought upon the land by the builder should become the property of the landowner did not confer equitable rights. It was, as BOWEN, L.J., observed, a mere legal contract that upon the happening of a particular event the property should pass in certain chattels which that event itself would identify without the necessity of any further act by either party. And in *Holroyd v. Marshall* (supra) it was recognized, as to assignments of after acquired property generally, that although the assignment at first operates only in equity, yet, upon possession of the goods being taken by the assignee, the title at law vests in him. In the present case this condition had been satisfied, and the plaintiff's security, therefore, did not fall within the words in question.

Mr. Justice A. L. Smith was expected to be sworn in a Lord Justice of Appeal before the Lord Chancellor on Friday, and to take his seat in the Appeal Court on Saturday.

The three official referees are, says the *Times*, located under one roof at the old Bankruptcy Court, in Portugal-street, Lincoln's-inn, which has been prepared for their reception. Mr. Vercy sits in the court on the first floor lately occupied by the registrars, while Mr. Ridley, Q.C., and Mr. Hemming, Q.C., occupy Courts I. and II. respectively on the ground-floor.

# THE LIABILITY OF EXECUTORS IN RESPECT OF LEASEHOLD PROPERTY.

## I.

IN his recent decision in *Rendall v. Andrew* A. L. SMITH, J., followed the recognized rule that an executor, when sued as assignee of leasehold property of his testator, is not liable on the covenants in the lease unless he has entered, but the reason of this qualification is not altogether easy to determine. Formerly there was considerable doubt as to whether actual entry was not essential to make an ordinary assignee liable, upon the ground apparently that till entry the estate in the term was not completely vested in him, and consequently there was no such privity of estate as would enable the lessor to sue him. And some colour was lent to this doctrine by the old form of pleading an assignment, which alleged that under it the assignee entered and was possessed. But if this ever implied that actual entry was essential to the assignee's liability, the words came ultimately to signify a conclusion of law rather than a statement of fact, and the allegation of entry was not traversable, the mere right of possession which passed by the assignment being sufficient to support it. This accounts for the statement of Lord HOLR, C.J., in *Cook v. Harris* (1 Ld. Raym. 367) that the form in question had fallen into disuse, "for the assignee has the estate in him before entry, though not to bring trespass."

For a time, however, doubt was thrown upon this result by the case of *Eaton v. Jaques* (2 Doug. 454), where it was held that, upon the assignment of a term by way of mortgage, the lessor could not sue the mortgagee unless the latter had taken actual possession. Lord MANSFIELD based his decision on the circumstance that the assignment was only by way of security, and that it was not intended that the mortgagee should actually take possession; but BULLER, J., went considerably farther, and would have made the liability of an assignee in every case depend upon his actual entry. He denied altogether Lord HOLR's assertion that the old form of pleading had fallen into disuse, and held that it was still necessary to allege that, by virtue of the assignment, the assignee had entered and was possessed, the possession intended being, of course, a possession in fact. "The distinction," he said, "between a naked right and the beneficial enjoyment is founded on sound reason, and there are authorities where the court declared that the ground upon which assignees are made liable is because they have enjoyed the profits."

But as to absolute assignments this opinion of BULLER, J., was shewn to be erroneous by the case of *Walker v. Reeves* (2 Doug. 461n), decided two years later, and as to assignments by way of mortgage, *Eaton v. Jaques* was overruled by *Williams v. Bosanquet* (1 Brod. & B. 238). In *Walker v. Reeves* Lord MANSFIELD admitted that in absolute assignments the right of possession which the assignee acquired by the assignment gave him all the possession which was necessary to render him liable. "By the assignment," he said, "the title and possessory right passed, and the assignee became possessed in law." And in *Williams v. Bosanquet* it was pointed out that there was no distinction in this respect between absolute assignments and assignments by way of security. "The assignment of a lease for a whole term," said DALLAS, C.J., in delivering the judgment of the court, "whether absolute or subject to a proviso for re-assignment in a certain event, is, as far as concerns the interest to be transferred, exactly the same." From this it followed, of course, that *Eaton v. Jaques* was wrongly decided, and intimations to this effect had already been given. In *Westerdell v. Dale* (7 T. R., at p. 312), Lord KENYON, C.J., referring apparently to the judgment of BULLER, J., had observed:—"It is said in one of the cases that a mortgagee is only liable when in possession, and that what proves this point is that in charging the mortgagee it is necessary to state in pleading that he entered and was possessed; but with great deference to the learned judge who gave that reason, I doubt it; I consider those as merely formal words." And this was in accordance with the opinion of the profession.

Hence as to all assignments, including those made by way of security, it was held in *Williams v. Bosanquet* that whether the words of pleading "by virtue of which the assignee entered and was possessed" were customary or

not, they merely expressed a conclusion of law; and this decision was based chiefly upon the ground that, although before entry the original lessee had an incomplete estate, an *interesse termini*, which, for instance, could not be enlarged into a fee by release, yet the term which by the grant became at once vested in him, was for other purposes complete, and in particular he became liable even before entry to payment of rent. And since this interest, likewise before entry, might be granted to another (Co. Litt. 270b), there seemed to be no reason why the grant should not carry with it the liability to the covenants. The lessee had no mere naked right, but an actual interest which continued although the lessor died before he had entered (Co. Litt. 46b, 51b), and, upon the assignment of this interest, there sprang up that privity of estate between the lessor and the assignee which was sufficient to make the latter liable at the suit of the former. One important qualification, indeed, was allowed, and it was held that the mere grant of the term would not impose liability upon the grantee until the grant had been accepted by him, but subject to this the law was settled that an assignment of the term, in every case, made the assignee liable on the covenants, and this rule has never since been questioned. As to acceptance, it may be noticed that the mere fact that the deed of assignment has not been delivered to the assignee will not save him if he has, in fact, consented to take the lease: *Odell v. Wake* (3 Camp. 394); while, on the other hand, a general assignment of all a bankrupt's property to his assignees under the old law would not make them liable in respect of leaseholds included in it until they had become aware of their existence, and had done something shewing acceptance: *Turner v. Richardson* (7 East, 335), *Copeland v. Stephens* (1 B. & Ald. 593).

There can be little doubt that the rule that an executor only becomes liable as assignee after entry is a survival of the more general doctrine of which the above form of pleading bore witness, and of which the judgment of BULLER, J., in *Eaton v. Jaques* was the last expression. That entry was always recognized as essential to the executor's liability numerous authorities testify. In *Helier v. Casebert* (1 Lev. 127) it was said that, if the executor continues the possession, he shall be charged in the *debet* and *detinet*—that is, made personally liable—in respect of the perception of the profits whether he has assets or not; and in *Bailiffs, &c., of Ipswich v. Martin* (Cro. Jac. 411) it was held that an executrix entering was chargeable as for her own act, and her proper goods were liable to be taken in execution for the debt. So, again, in *Buckley v. Pirk* (1 Salk. 316), it was said that, if the executor of a lessee enters, the lessor may charge him as assignee for the rent incurred after his entry in the *debet* and *detinet*.

As long as it was supposed that entry was always necessary to make an assignee liable, this was of course equally true of an executor when sued as assignee, and hence the above cases offer no difficulty; but upon a different rule being definitely introduced by *Williams v. Bosanquet* (*supra*) some doubt was felt (Williams on Executors, 8th ed., II., 1761), and after that decision it would have been quite easy to hold that entry was no more essential in the case of an executor than in any other case of assignment. The result would have been that the liability would have fastened upon him immediately on taking out probate, or, in the case of an administrator, upon obtaining letters of administration, for thus the title to the term by assignment becomes complete. And apparently this would constitute also an acceptance, as an executor cannot, like the assignees in bankruptcy referred to above, refuse to accept a particular part of the estate. Consequently in *Nation v. Tuser* (1 Cr. M. & R. 172) PARKE, B., treated the matter as an open question, and though he held that where only one of two executors entered the other was not liable for use and occupation, he was careful not to decide the extent of his liability as assignee. "We do not say whether he might or might not be liable jointly with his co-executor in their own right, even without entry by either, to an action of debt for rent accruing due after the testator's death, as the term vested in both by operation of law (for, after accepting the executorship, neither of them could waive the term)."

But at some sacrifice of strict consistency, the law has been more merciful to executors, and it has, on several occasions, been



held that the old rule that entry is necessary to complete their liability is still in force. To take advantage of this, however, it is not allowable for the executor to deny the assignment to himself, but he must specially plead that he took as executor and has never entered: *Green v. Earl of Listowel* (2 Ir. L. R. 384), *Wollaston v. Hakewill* (3 M. & Gr. 297); and so in *Kearsley v. Osley* (2 H. & C. 896) CHANNELL, B., observed that a person sued as assignee of a term might shew that he was only the executor or administrator of the lessee, and that he had never entered. Under these circumstances it would have been natural for the courts to state exactly on what ground the assignment to the executor was deprived of its ordinary effect, and how in his favour the law established by *Walker v. Reeves* and *Williams v. Bosanquet* was to be set aside, for in other cases so soon as the legal title of an executor is complete his legal liability is complete also. But in *Wollaston v. Hakewill* (*supra*), which is the leading case on the subject, no attempt of this kind was made, and TINDALL, C.J., in holding that entry was essential to make the executor personally liable, based his decision solely upon the old cases, and took no notice of the manner in which the law appears to have developed as to assignees generally.

## CONCERNING PARLIAMENTARY ELECTIONS.

### I.—CORRUPT PRACTICES.

1. The term "corrupt practice" includes the following acts: Treating, undue influence, bribery, personation, aiding, abetting, counselling, and procuring the commission of the offence of personation (Corrupt Practices Act 1883, s. 3), and a false declaration, knowingly made, by a candidate respecting election expenses (*ibid.*, section 33, sub-section 7).

2. "Treating" is the corrupt provision of any meat, drink, or entertainment with the view of influencing, or on account of, a vote. The offence may be committed either by a candidate or by anyone on his behalf; the provision may be direct or indirect; the vote sought to be influenced need not be that of the person treated; and the receiver of the corrupt entertainment is as guilty as the giver of it (*cf.* Corrupt Practices Act, 1883, s. 1).

*Illustrations.*—(a) During an election refreshment was provided, at the expense of the sitting member, at more than 100 public-houses for all comers. The names of the persons partaking of this refreshment were colourably put down as committee men. The election was avoided (*Bradford*, 1 O'M. & H. 33). (b) If the persons so entertained had really been committee men, the offence of treating, at all events, would not have been committed (*Westminster, ubi sup.*, at p. 91, and *cf. Coventry, ibid.*, p. 106). (c) In the *Brecon* case (2 O'M. & H. 43) the mother of the sitting member, with his knowledge and concurrence, after the election, gave an entertainment to a number of persons who had voted for him. Some persons who had voted against him were also present. The election was upheld. The term "corrupt" does not mean wickedly, dishonestly, or immorally, but with the object and intention of doing that which the Legislature means to forbid (per BLACKBURN, J., in the *Bewdley* case, 1 O'M. & H. 19). On the other hand, the treating which the Act calls corrupt as regards a bygone election must be connected with something which preceded the election, must be the complement of something done before, and calculated to influence the voter while the vote was in his power (per LUSH, J., in the *Brecon* case, *ubi sup.*). (d) On the night before an election the sitting member said, in the course of a speech, "When we have won the election we will have an entertainment together." Subsequently to the election he took steps towards providing an entertainment. The election was avoided, though the treat was subsequently countermanded (*Kidderminster*, 2 O'M. & H. 170).

3. "The proper definition of undue influence is (a) using any violence, or (b) threatening any damage, or (c) resorting to any fraudulent contrivance to restrain the liberty of a voter so as either to compel or to frighten him into voting or abstaining from voting otherwise than he freely wills" (*Lichfield*, per WILLES, J., 1 O'M. & H. 25, and *cf.* Corrupt Practices Act, 1883, s. 2). There is nothing in the Act to prohibit the due exercise of any legitimate influence, natural, temporal, or spiritual.

*Illustrations.*—(a) An agent of a sitting member incited a mob to molest people on the day of the election, so as to prevent a number of persons from voting. The election was avoided (*Stafford*, 1 O'M. & H. 225). (b) A threat to give up a sitting in a church, made with a view to affect the vote of the minister, was in the *Northallerton* case (1 O'M. & H. 168) held to be undue influence. Probably a withdrawal of custom followed by special damage would fall under the same category (*North Norfolk*, 1 O'M. & H. 241). (c) A sitting member's committee issued cards just like ballot papers, with a mark opposite the name of the sitting member. It was stated on the cards that if any voter marked his ballot paper otherwise than in the way in which the card was marked his vote would be bad. It was held, under the circumstances, that there was no fraudulent contrivance, but the election would doubtless have been avoided had there been an intention to mislead (*Gloucester*, 2 O'M. & H. 60).\*

4. "Bribery" has been tersely and not inaccurately defined† as "the giving or offering money or money's worth with the view of influencing a vote." A more detailed analysis of the statutory definition (Corrupt Practices Acts, 1854, ss. 2 and 3, and 1883, s. 3, and Schedule III., Part. 3) may, however, be desirable. The offence of bribery, then, is committed by (1) every person who shall, directly or indirectly, by himself or by any other person on his behalf, (a) give, lend, or agree to give or lend, or offer, promise, or promise to procure or to endeavour to procure, any money or valuable consideration to or for any voter, or to or for any person on behalf of any voter, or to or for any other person in order to induce any voter to vote or refrain from voting, or (b) corruptly do any such act as aforesaid on account of such voter having voted or refrained from voting at any election, or (c) give or procure, or agree to give or procure, or offer, promise, or promise to procure or endeavour to procure, any office, place, or employment to or for any of the persons, and with the intent aforesaid. (2) Every person who shall directly or indirectly by himself or by any other person on his behalf make any such gift, loan, offer, promise, procurement, or agreement as aforesaid, to or for any person in order to induce such person to procure or endeavour to procure the return of any person or the vote of any voter. (3) Every person who shall in consequence of any such consideration as aforesaid procure, or engage, promise, or endeavour to procure, any such return or vote as aforesaid. (4) Every person who shall advance, pay, or cause to be paid to or for any other person any money intending that the same shall be applied (a) for purposes of bribery, or (b) in repayment of any money so expended.† (5) Every voter who shall before or during any election, directly or indirectly by himself or by any other person on his behalf, receive any consideration with the intent aforesaid; and (6) every person who shall, after any election, directly or indirectly, by himself or by any other person on his behalf, receive any money or valuable consideration on account of any person having voted or refrained from voting, or having induced any other person to vote or refrain from voting, at any election. It may suffice to state briefly the main points that have been decided with reference to this offence. (1) The acts prohibited by the statute will be assumed to have been done corruptly if done before or during an election. If they are done after an election the corrupt intent must be proved (*cf. Limerick* case, 1 O'M. & H. 262). The meaning of "corrupt" has been already defined. (2) The word "voter" means any person who has or claims to have a right to vote in the election of a member (*Guildford* case, 1 O'M. & H. 15). (3) The following are (a) direct and (b) indirect forms of bribery:—(a) An offer of any—the least (*Coventry*, 1 O'M. & H. 107; *Bewdley*, 44 L. T. 283)—consideration in money or money's worth; (b) Corrupt employment for colourable or fictitious purposes—a subject which shall be considered hereafter; corrupt payment of rates; corrupt, excessive, or fictitious payments of other kinds—e.g., to relations of voters for nominal services, or to voters for alleged loss of time, &c., &c.

\* The existence during an election of such a degree of rioting or general violence as to prevent the exercise of free will by the electors is, of course, a ground of avoidance at common law.

† Leigh and Le Marchant's Law of Election, p. 5.

‡ Any money paid or agreed to be paid for any legal expenses *bona fide* incurred at any election is excepted from the above provision.

5. The offence of "personation" is committed by anyone who, at an election for a county or borough, (a) applies for a ballot paper in the name of some other person, whether that name be that of a person living or dead, or of a fictitious person; or (b) having once voted at such election, applies at the same election for a ballot paper in his own name. A fraudulent attempt at personation on the part of an agent was at common law (*Coventry*, 1 O'M. & H. 105) and is now by statute (*Corrupt Practices Act, 1883*, s. 5) sufficient to set aside an election.

6. The offence of "knowingly making a false declaration as to election expenses" is one not requiring definition (*cf. Corrupt Practices Act, 1883*, ss. 4, 5, 33, 33 (7)).

### THE EXTENSION OF OFFICIALISM.

It has been suggested, with a view to interviews with candidates at the coming general election, that we should reprint the statements to which we referred last week.

#### REASONS AGAINST OFFICIALISM GENERALLY.

[From the report issued by the Council of the Incorporated Law Society.]

1. Government interference in the management and administration of private affairs—i.e., not of general public concern—is undesirable, and the conduct of such business is better left to the control of the persons directly interested.
2. Government monopolies carrying on administrative business are against public policy.
3. Official departments undertaking private business, and not self-supporting, become a burden to the public exchequer with no corresponding public benefit.
4. There is no public demand for increased officialism, and proposed extensions emanate from the official departments. Public opinion is adverse to official interference, and the public prefer to manage their own affairs in their own way.
5. The increase of patronage in the appointment to numerous highly-paid offices is to be deprecated.
6. Periodical reports of official departments naturally tend to present statistics in a light favourable to a continuance of officialism.
7. An official system which is not required and not self-supporting is a source of danger, as likely to press for extensions of its operations, either compulsorily or otherwise.
8. Official departments carrying on administrative business must in all heavy and difficult cases call in extraneous assistance, which practically means that the work is twice paid for—viz., once to the individual who does the work, and over again in the heavy fees of the official department.
9. Such extraneous aid is moreover often called in on speculative terms as to remuneration, because the Treasury or the Board of Trade does not permit the department to incur expense beyond the fund being administered; and this, where there may be no sufficient estate, results in unsatisfactory selection and exercise of official patronage.
10. Official administrative systems tend to become less efficient and more incumbered with routine, having no personal inducements to maintain a high standard of efficiency.
11. Unsatisfactory administrative official systems, when once established, cannot be displaced without compensations or injustice.

#### REASONS AGAINST THE LAND TRANSFER BILL.

[From the Observations on the Bill of 1888. By a member of the Incorporated Law Society.]

If the framers of the new system feel so little confidence in their own work as to anticipate that no use will be made of it if landowners are allowed an option in the matter, the conclusion seems inevitable that the proposed system of registration has not been made suitable to the requirements of the country, and will hamper rather than facilitate the dealings with real estate.

Compulsory registration of title, irrespective of any dealing with land *inter vivos*, is unjust and oppressive; for on what just grounds is a landowner who has a perfectly good holding title, and has no desire (or perhaps in these days no opportunity) to sell or otherwise deal with his land, to be forced to bring his title—or at least his right to possession—upon the register, and to incur the expense necessarily incident to that operation? If it be replied that no existing landowner is or will be so compelled by the Bill, the reply is evasive rather than satisfactory; for upon death, whenever happening, compulsion will in every case arise; and just at the time when the successor has to face the expenses of succession duty, and the payment of fixed annual charges, without receiving income (since the rents received at the first; and to some extent the second, audit are probably capital belonging to the predecessor's executors), he will be

obliged to incur the considerable expense of registering his whole estate, or so much as lies within the land transfer district, although, like his predecessor, he may have no desire, and very probably no opportunity, to deal with it profitably.

Even though the registration may, and in practice no doubt will, be of a possessory title only, or, at least, with less than an absolute title, the expense and trouble will be considerable. For an accurate description will be essential, and as in many of the large landed estates which have descended from father to son for several generations no detailed investigation of the general title has been necessary, the preparation of a plan and schedule with sufficient accuracy to enable the registrar to frame an entry which is to be in future the root of title must be a long and expensive process.

The Bill will therefore affect every landowner throughout the country, and will involve him or his next successor in serious expense, and a possibility of danger to his title. The sole reason put forward for this measure is the public convenience, which is assumed to be sufficient to justify the Legislature in compelling the adoption of the new system by even unwilling landowners; and yet the cost of first registration and of insuring against possible mistakes of the Government officials is to be thrown, not upon the public, in whose assumed interest the Bill is promoted, but upon the landowners, who, as the promoters of the Bill admit, are so little convinced of the advantages of the system that they would not adopt it unless compelled to do so!

To make registration compulsory in all transactions, however small, will, even if no fees whatever are charged for registration, greatly add to the cost of small sales and purchases and tend to diminish their frequency, at all events until the system of registration has proved its value in future dealings, and so reconciled proprietors to the extra cost involved. At the present time, by means of building and other societies, the purchase by the better class of artisan and clerk of their dwellings is largely on the increase; and from inquiries which have been made throughout the country, it appears that the proportion of transactions in which the consideration-money does not exceed £300 is nowhere less than half, and is in some cases (*e.g.*, North Wales and Cornwall) as high as four-fifths of the total conveyancing business of the district. So great in some districts is the competition, that the cost of conveyancing as borne by the purchaser is in small transactions almost nominal—in some cases not exceeding £1 ls., and in few exceeding £3 3s.—and great fear is expressed that either the necessity of registration, which will involve a serious tax on the working class, will greatly impede business, or that registration, even if nominally compulsory, will be neglected, and reliance be placed on possession, and a formal, though perhaps invalid, deed.

[To these reasons should be added those prepared and circulated by the Incorporated Law Society in 1889, of which most solicitors will have copies.]

#### REASONS AGAINST THE PUBLIC TRUSTEE BILL.

[From the report of the Sheffield Law Society for the present year.]

1. The Bill is objectionable in its principle, as creating a State department for the transaction of private business of a kind which essentially requires personal knowledge of the circumstances of each case, and tact and delicacy of management. It is not to be supposed that the officers of a public department, who necessarily proceed by rule, can satisfactorily transact business of this kind.
2. There is no evidence that any legislation whatever is required.
3. Although the Bill is permissive, the office will gradually appropriate to itself a large part of the trust business of the country, both owing to the inclination of the courts to appoint an official, and the tendency of every public department to increase the scope of its powers, so as to become self-supporting.
4. The business, as conducted by a public department, will be done, if not badly, at all events neither so expeditiously nor so cheaply to the *cestuis que trust* as under the present system.
5. The patronage the Act will place in the hands of any Government is objectionable.
6. The great expense which will be entailed by the appointment of the public trustee, with branch offices in the large provincial towns, and the great cost it will cause by the payment of salaries to officials, is unequalled for, and will prove to be oppressive to the country at large.
7. The necessarily large expense caused to each trust estate, payable either out of capital or income, is a serious objection. If the commission charged on the administration of bankruptcy estates (say 6½ per cent.) affords any guide to the cost of the administration of an estate by the public trustee, the amount will be very heavy, and out of all comparison with the present cost of administering trust estates, and the beneficiaries will suffer accordingly.
8. The withdrawal from the provinces, and the accumulation in London in the hands of a public official of vast sums of money, is detrimental to the interests of commerce and business, and financially unsound.
9. Owners of property will suffer; trust funds being no longer



available for loans on their estates. The rate of interest will probably rise, and the expense and difficulty in the negotiation of mortgages will be greatly increased.

10. A serious diminution in the income of trust estates will result, inasmuch as the tendency of the public trustee will be to resort to Consols, paying now only £2 15s., and before long £2 10s. per cent. Great hardships will be occasioned, particularly in small estates.

## REVIEWS.

### COUNTY COURT COSTS.

**HANDY GUIDE TO COUNTY COURT COSTS UNDER THE COUNTY COURT RULES, 1889 AND 1892. CONTAINING THE NEW RULES AS TO COSTS, THE OFFICIAL SCALE OF CHARGES, TOGETHER WITH USEFUL PRECEDENTS OF BILLS OF COSTS ON ORDINARY AND DEFAULT SUMMONSES, EMPLOYERS' LIABILITY, EQUITY JURISDICTION, AND ADMIRALTY. BY JOHN HOUGH, Law Accountant and Costs Draftsman. Walter Scott.**

This work has been compiled in the interest of registrars, solicitors, costs clerks, and others who require practical information concerning the preparation and taxation of costs in the county court. To all such it can confidently be recommended as a useful and reliable guide. There are forty-nine precedents provided of bills of costs. Most of these were, indeed, prepared and taxed by the author's firm, in various county courts, under the rules of 1889, but they have since been fully altered and revised in accordance with the County Court Rules issued this year, which contain many important alterations in regard to costs, which have already been indicated in these columns (*ante*, p. 304, 305). Of the total number of precedents given, twenty-one consist of plaintiff's costs, twelve of defendant's costs, while the remainder are of a miscellaneous character. We would suggest that the cross-references might, with advantage, be multiplied. Thus, precedents 19, 20, and 32 should certainly all refer back to pp. 35 or 67, where the new proviso in the County Court Rules on the subject of further fees to counsel in the cases mentioned in ord. L. (A), r. 7, is set out. The sections of the County Courts Act, 1888, as to costs and the rules and orders on the same subject, together with the scales of costs and table of court fees, are set out in the early pages of the work without note or comment. No cases whatever are cited by the author, who has, wisely perhaps, rigidly confined his work within somewhat narrow limits. A short but sufficient index is given at the end of the volume.

### BOOKS RECEIVED.

**A Treatise upon the Employers' Liability Act of New South Wales (50 Vict., No. 8), 1886. With Special Reference to the Doctrine of "Volenti Non Fit Injuria," and a Commentary upon the Corresponding Statutes of England and Victoria. By CHARLES GREGORY WADE, B.A., Barrister-at-Law. Sydney: C. F. Maxwell (Hayes Bros.).**

**The Crown Lands Acts now in Force in New South Wales. Being an Edition of the Crown Lands Act of 1884, the Crown Lands Act Further Amendment Act, the Crown Lands Act of 1889, and various other Acts passed for the Amendment of the Crown Lands Act of 1882. Together with the Regulations, the Rules of the Land Court, and the Forms Prescribed under the above Acts. With Explanatory Notes, References to Cases Decided in the Supreme Court and in the Land Court, and Indices. By ARTHUR PITCAIRN CANAWAY, B.A., Barrister-at-Law. Sydney: C. F. Maxwell (Hayes Bros.).**

## CORRESPONDENCE.

### CONCERNING AN APPROACHING EVENT.

[To the Editor of the Solicitors' Journal.]

Sir,—I read the remarks of Mr. Thomas Marshall published in your issue of the 14th ult., and your article on the 28th ult., "Concerning an Approaching Event," with great pleasure. The views expressed by Mr. Marshall and by you in your leading articles will, I am convinced, meet with the almost unanimous approval of the profession, at any rate of the rank and file.

You were good enough to publish a letter from me in your issue of March 21, 1891, in which amongst other things I said:

"It is almost time the profession took a lesson from the labouring classes. These individuals combine for more pay for less work. The lawyers allow their business to be taken away and receive less pay for what is left, and all this not for the benefit of the public, but of the Exchequer and the officials themselves.

"I would therefore suggest the formation of a legal union, to be composed of the various law societies and members of the profession

in Parliament, who could keep a jealous watch over the interests of the profession and let their brethren know who are the gentlemen engaged in the creation of officialism. If this is not speedily done we shall only wake up when too late."

You may judge of the astonishment with which I read the letter of Mr. Lake in your issue of the 4th inst. I have always looked upon this gentleman as a thorough champion of our interests, and it was in consequence of the energy displayed by him that I became a member of the Incorporated Law Society, but the views expressed by him shew that there is little hope of his doing more to bar the progress of officialism than has been already done, and this with such serious results to the profession.

It is all very well for Mr. Lake to refer to solicitors "from being a learned and respected profession sinking into a trade union, using our privileges solely for personal gains," but ninety-nine out of a hundred of us are not in the happy position of Mr. Lake, who, like nearly all members of the council, enjoys a large and old-established practice, and can therefore afford to be content to be members of a learned and respected profession simply for the honour and glory thereof. Mr. Lake must know, too, that the *quasi* challenge contained in the last paragraph of his letter must tend to stifle the further discussion of this most important matter.

Although I am a Conservative, I consider the present Government has done more injury to the interests of our branch of the profession than any previous one, and I have no doubt that, if it should continue in office, it will take measures to enforce upon us a Public Trustee Act and a Land Transfer Act, and otherwise assist in the creation of officialism in every shape and way.

I see "Kosmos," in his letter which you have published, practically agrees with the views contained in the above extract, and I have no doubt the vast body of the profession do the same.

I am satisfied that any leading member of the profession who would bring us into line and would oppose any Government which further encroached on our legitimate business would receive the heart-felt thanks of a body of men who are slowly and surely being deprived of their livelihood.

You have rendered the profession the most valuable service of any legal paper in the profession, and I trust you will take care not to let the matter drop.

C. J.

## CASES OF THE WEEK.

### High Court—Chancery Division.

**Re THE CARTER MEDICINE CO.'S TRADE-MARK**—North, J., 3rd June.

**FOREIGN TRADE-MARK—REGISTRATION IN FOREIGN COUNTRY—REFUSAL TO REGISTER—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57) ss. 64, 103—PATENTS, DESIGNS, AND TRADE-MARKS (AMENDMENT) ACT, 1885 (48 & 49 VICT. c. 63), s. 6.**

This was a motion on the part of a company incorporated under the law of the State of New York for an order directing the Comptroller-General to proceed with the registration of a trade-mark that had been duly registered in New York. The applicants were manufacturers of pills, and the mark sought to be registered consisted of the words "Carter's Little Liver Pills," in three lines, surrounded by upright and horizontal lines. The application to register in this country contained the following disclaimer: "The essential particulars are the following, the words 'Little Liver,' and the applicants disclaim any right to the exclusive use of the word 'Pills.'" The application in New York contained the following: "The said words, 'Carter's' and 'Pills,' do not, however, form an essential part of our trade-mark, the essential feature of which resides in the fanciful title or designation, 'Little Liver,' which term indicates to the public the origin and ownership of goods of our manufacture." The present application was made under section 103 of the Patents, Designs, and Trade-Marks Act, 1883, and also under certain treaty rights secured by a convention signed at Paris in March, 1883. Neither Great Britain nor the United States were original signatories of this convention, but subsequently entered into it, in 1884 and 1887 respectively. The Comptroller-General had refused registration on the ground that the words sought to be registered were not a proper mark within section 64 of the principal Act, and that there could be no exclusive right to the use of the words "Little Liver." Sub-section 3 of section 103 of the principal Act is as follows: "The application for the grant of a patent for the registration of a design or the registration of a trade-mark under this section must be made in the same manner as an ordinary application under this Act. Provided that in the case of trade-marks, any trade-mark—the registration of which has been duly applied for in the country of origin—may be registered under this Act." The question was, whether the foreign trade-mark sought to be registered must be such as could be registered were it a native mark under English law.

NORTH, J., held that the application was not well founded. The difficulty arose from the proviso at the end of sub-section 3 of section 103 of the Act of 1883. That Act was passed when certain proceedings were going on with a view to mutual relations between foreign countries. It was in anticipation of the convention that section 103 was inserted into the Act. It was not intended to be applicable to all possible arrangements

that might be made, but to the difficulty that a person might obtain a patent in this and some other countries without being the inventor at all. The Act provided that if such an arrangement were made, any person who had applied for protection should be entitled, not to registration out and out, but to registration in priority to all other applicants. As to the proviso at the end of sub-section 3 of section 103 of the principal Act, the learned judge held that it referred, not to registration, but to application for registration, and that the true meaning was that application in a foreign country justified application (but not necessarily registration) in this country. That being so, he dismissed the motion.—COUNSEL, *Aston, Q.C., and Fothergill*; *Sir R. E. Webster, A.G., and Ingle Joyce*. SOLICITORS, *Paddison & Fullstone*; *Board of Trade*.

[Reported by G. B. M. COOKE, Barrister-at-Law.]

### High Court—Queen's Bench Division.

#### LONDON COUNTY COUNCIL v. SCHOOL BOARD FOR LONDON— 14th June.

METROPOLIS MANAGEMENT AND BUILDING ACTS AMENDMENT ACT, 1878 (41 & 42 Vict. c. 32), ss. 6, 8—BUILDING WITHIN TWENTY FEET OF CENTRE OF HIGHWAY—BOUNDARY FENCE OF PLAYGROUND—SCHOOL BOARD FOR LONDON—SPECIAL STATUTORY POWERS INCONSISTENT WITH GENERAL ACT.

On the 12th of February, 1892, the respondent, the School Board for London, appeared before the magistrate of the West London Police Court, in pursuance of a summons calling upon it to answer to a complaint that it, on the 7th of January, 1892, on the south side of Bishop's-road, in the parish of Fulham, in the county of London, and within the metropolitan police district, did unlawfully make default in setting back the external fence or boundary of the forecourt or other space in front of a certain building to a distance of twenty feet from the centre of the roadway of Bishop's-road aforesaid, and thus unlawfully did fail to comply with the requirements of a certain lawful and valid notice in writing signed by the clerk of the council, and served on it on the 9th of December, 1891, contrary to 41 & 42 Vict. c. 32, ss. 6, 8, and 51 & 52 Vict. c. 41. Upon the hearing of the summons it was proved that the School Board for London is the school board appointed under section 37 of the Elementary Education Act, 1870, for the school district of the metropolis as defined by the said Act. In or about the month of April, 1883, the school board, acting under and in pursuance of the powers conferred upon it by the Education Department Provisional Order Confirmation (London) Act, 1881 (44 & 45 Vict. c. clxvii.), purchased the piece of land in the parish of Fulham described in the schedule to that Act. Upon that piece of land the school board has erected a schoolhouse. By section 3 of the Elementary Education Act, 1870, the term "schoolhouse" includes the teacher's dwelling-house and the playground (if any) and the offices and all premises belonging to, or required for, the school. The school board has provided a playground to the said schoolhouse, and for that purpose has erected on the land adjoining Bishop's-road a fence within less than twenty feet from the centre of the roadway. Such schoolhouse is necessary in order to provide sufficient school accommodation for the district. If the fence is set back so as to add any portion of the playground to the Bishop's-road, the playground will not be sufficient to comply with the recommendations contained in the Rules of the Education Department, 1891, as to the fitting up, &c., of schools. The magistrate dismissed the summons, on the ground that, Parliament having sanctioned the taking of the ground for the purposes of the Elementary Education Act, 1870, the school board was entitled and bound to use the whole of the ground so taken for the purposes of the Act, and that the Provisional Order Confirmation (London) Act, 1881, repealed section 6 of 41 & 42 Vict. c. 32 so far as it related to the land in question. On the appeal of the county council against this decision,

WRIGHT, J., was of opinion that the decision of the magistrate was right. The principle of the decision in *City and South London Railway Co. v. London County Council* (1891, 2 Q. B. 513) applied. By the Elementary Education Act, 1870, it was the duty of the school board to provide sufficient school accommodation for their district. That necessarily must include the provision of schoolhouses, and might include the provision of playgrounds. By section 19, the school board might supply schoolhouses, and fit them up, and supply everything necessary for the efficiency of the schools, and might purchase any land. By section 20, the school board, if they wanted to purchase land otherwise than by agreement, must go through certain preliminary forms. They must give notice of the quantity of land to be taken, of the object for which it is to be taken, and the notice must be served on every owner and occupier; then the Education Department might direct a public inquiry as to the propriety of the proposed order; and the order had to be confirmed by an Act of Parliament. An Act of Parliament was passed accordingly confirming a provisional order authorizing the purchase of the whole of the site in question by the school board. He thought that this was one of those special provisions which the courts have always considered as overriding general enactments with which they cannot properly stand. It appeared to him that there was a necessary inconsistency between a provision which said that a part of the land taken must be thrown open so as to form part of the street and a provision which said that the whole of the land taken might be used for the purpose of providing school accommodation.

COLLINS, J., gave judgment to the same effect. Appeal dismissed; leave to appeal given.—COUNSEL, *Lusley Smith, Q.C., and Biron*; *R. Cunningham Glen*. SOLICITORS, *W. A. Blackland*; *C. E. Mortimer*.

[Reported by J. P. MELLON, Barrister-at-Law.]

### CASES OF LAST SITTINGS.

#### Court of Appeal.

##### LAURI v. RENAD—No. 2, 3rd June.

COPYRIGHT—RIGHT WHICH HAS EXPIRED—WHETHER REVIVED OR RE-CREATED—INTERNATIONAL COPYRIGHT ACT, 1886 (49 & 50 Vict. c. 33), s. 6—BERNE CONVENTION, 1887, ART. 14—ORDER IN COUNCIL, 2ND DECEMBER, 1887, s. 3.

This was an appeal of the plaintiff from a decision of Kekewich, J., refusing to restrain the advertising, representing, or infringing the copyright of a dramatic piece called "The Swiss Express." The question which arose for the determination of the court resolved itself into the inquiry whether section 6 of the International Copyright Act, 1886, revived or re-created a copyright which had expired before that Act came into force. In 1879 four brothers of the name of Hanlon-Lees employed two persons in Paris named Blum and Toche to write a play for them. A play called "*Le Voyage en Suisse*" was accordingly written by these persons in the French language, and by a letter in the French language, and dated the 11th of March, 1879, they assigned all their interest in that play to the four brothers in consideration of a sum of £120 cash and a royalty of 5 per cent. This royalty, so far as it was payable in respect of the performances out of France and Belgium, was afterwards bought up by the Hanlon-Lees and was released to them by a letter dated the 22nd of May, 1880. On the 30th of August, 1879, the play was acted in Paris. On the 5th of September, 1879, Blum and Toche were registered in this country as the authors or composers of the French play, and as the proprietors of the liberty to represent or perform it. On the 12th of September, 1879, the four brothers Hanlon-Lees were also registered as such proprietors. In November, 1879, the Hanlon-Lees procured a Mr. Hollingshead to translate the play into English, and on the 27th of November, 1879, his translation was registered in this country and he was registered as the proprietor of the copyright in it. In 1880 this play, or an adaptation of it, was performed by one Reece at a theatre in London, with the sanction of the Hanlon-Lees, and in 1881 it, or some other adaptation of it, was again performed by one Pettitt at Plymouth with the like sanction. On each of these occasions an entry was made in the register of "*Le Voyage en Suisse*." In the first case Reece was entered as the author or composer, and the Hanlon-Lees were entered as the proprietors of the liberty of representation or performance. In the second case Pettitt was first registered both as the author or composer and as the proprietor of the right of representation or performance. This, however, was afterwards corrected by another entry, in which the Hanlon-Lees were entered as the proprietors of such liberty. In April, 1886, one of the four brothers, Frederick Hanlon-Lees, died, leaving his three brothers him surviving. On the 7th of August, 1891, the three surviving Hanlon-Lees assigned their interest in the play and the right to perform the same to the present plaintiff. On the 27th of February, 1892, Hollingshead assigned his copyright in the translation to the present plaintiff, and the entry in the register stated that the right of representing and performing the work should pass to the plaintiff. On the same day the three Hanlon-Lees assigned the liberty of representing and performing the French play to the plaintiff. Three entries were made in the register. The short effect of those transactions appeared to be that the plaintiff acquired whatever rights Hollingshead had and whatever rights the three surviving brothers Hanlon-Lees had in the translation and in the French play. In October, 1891, the defendants MM. Renad, performed the play at the theatre of Mulholland & Basing, who were co-defendants. On the 27th of February the plaintiff commenced the present action for an injunction and for damages. On the 5th of May an injunction was applied for and refused by Kekewich, J., and from that refusal the plaintiff appealed.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., delivered a written judgment, in which, after stating the facts set forth above, his lordship proceeded as follows:—Considering the time which has elapsed since the defendants first began to perform this play, and the arrangements they have made for performing it in June, it would not under any circumstances be right to interfere in favour of the plaintiff so as to disturb those arrangements. But the defendants' counsel was not prepared to give any undertaking binding the MM. Renad not to continue their performances under fresh arrangements, and the defendants deny the existence of any copyright in the plaintiff. Under these circumstances it becomes necessary to examine his rights. The defendants rely on several grounds of defence, but the only one which I propose to consider is the defence based on the expiration of all copyright before the passing of the Act of 1886, and the non-creation of any new right by that Act. Assuming everything in the plaintiff's favour, the dramatic copyright acquired in 1879 by the Hanlon-Lees expired in November, 1884—i.e., five years after the registration of Hollingshead's translation in November, 1879. This is plain if the Copyright Acts which were in force in 1879 and 1886 are examined. These are the International Copyright Acts, 1844 and 1852. Under section 4 of the Act of 1852 the right acquired by the Hanlon-Lees to present representations of the play in question came to an end in 1884. It certainly requires very clear and unmistakable language in a subsequent Act of Parliament to revive or re-create an expired right. It is a fundamental rule of English law that no statute shall be construed so as to have a retrospective operation unless its language is such as plainly to require such a construction. And the same rule involves another and subordinate rule, to the effect that a statute is not to be construed so as to have a greater retrospective operation than its language renders necessary. The International Copyright Act of 1886 must be construed according to these well-settled rules. The section which alone can



avail the plaintiff is section 6. It would, in my opinion, be a direct violation of the rules to which I have referred if this section were construed so as to revive or re-create a right which had expired before the Act passed, or so as to confer a new right on the former owner of an expired right without any fresh act done by him. The International Copyright Act, 1886, and the Berne Convention and the Order in Council giving effect to it, must be read together. The clauses regulating the retrospective operation of these instruments are—(1) article 14 of the Convention, (2) clause 3 of the order, and (3) section 6 of the Act. The defendants are not infringing any copyright in the French play as distinguished from the English translation of it. It is not necessary in this case to consider the exact extent to which in all cases section 6 is retrospective, nor to decide whether it does or does not apply to translations of foreign works published before the passing of the Act and the copyright in which had not then expired. We have only to deal with a translation the copyright in which had expired before the Act came into force, and to that I confine my opinion. On the broad ground that section 6 of the Act does not revive expired copyrights, which is the ground on which Kekewich, J., proceeded, I am of opinion that the plaintiff has no such right as he asserts, and the appeal must be dismissed, with costs.

BOWEN and KAY, L.J.J., concurred.—COUNSEL, *Warrington*, Q.C., and *Striften Eady*; *Serutton*; *E. Cutler*, Q.C., and *W. B. Megons*. SOLICITORS, *Stanley, Woodhouse, & Hoddervick*; *Thomas & Hick*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

### Bankruptcy Cases.

*Ex parte PEARSON*, Re PEARSON—C. A. No. 1, 28th May.

BANKRUPTCY—JURISDICTION—BANKRUPTCY NOTICE—ORDER FOR SERVICE ON FOREIGNER RESIDENT AND TRADING ABROAD—46 & 47 VICT. c. 63 (BANKRUPTCY ACT, 1883), ss. 4-6.

This was an appeal by Pearson from an order of the registrar dismissing an application for the discharge of a bankruptcy notice. Pearson was an American citizen residing at Buenos Ayres, and member of a firm of S. B. Hale & Co. carrying on business there. The only occasion on which Pearson had ever been in England was some years ago, when he was travelling. His partner in the firm of S. B. Hale & Co. was also an American, and he had been residing in England for the last three years, but it was denied that he had carried on the business of the firm in England. The petitioning creditor, the International Bank of London (Limited), brought an action against S. B. Hale & Co., suing the partners in their own names, and having obtained leave to serve Pearson out of the jurisdiction, signed judgment against him on his non-appearance. The bank then obtained leave to serve a bankruptcy notice on Pearson in Buenos Ayres, and he was personally served with it in that country. The registrar refused to set aside the bankruptcy notice, and this was an appeal against such refusal.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.J.J.) allowed the appeal.

LORD ESHER, M.R., said that the question for decision was whether a foreigner who was not in this country, and who had not committed any act of bankruptcy in this country, could be served with a bankruptcy notice abroad for the purpose of making him a bankrupt here. Unless section 6 of the Bankruptcy Act, 1869, had been modified by the Act of 1883, the point had been decided in the case of *Ex parte Blain* (28 W. R. 334, 12 Ch. D. 522), which was a direct authority to the effect that under the terms of the Act of 1869 such a notice as this could not be given, unless an act of bankruptcy had been committed in England. There were no words in section 4 of the 1883 Act, which showed that the Legislature intended to extend the bankruptcy jurisdiction so as to make it effective against a foreign resident abroad. It was argued that section 6 of the Act of 1883 altered the effect of section 4, but unless the case could be brought within section 4 it was not necessary to consider section 6 at all. Taking the construction of section 4 in the 1883 Act to be the same as section 6 in the old Act, and having regard to the decision in *Ex parte Blain*, the result was that leave ought not to have been given to serve the bankruptcy notice abroad, and, therefore, no act of bankruptcy had been committed, and it followed from that that the case did not come within section 6 of the Act of 1883.

FRY and LOPES, L.J.J., concurred. Appeal allowed.—COUNSEL, *Levett*, Q.C., and *Yate-Lee*; *Bigham*, Q.C., and *F. H. Mellor*. SOLICITORS, *Norton, Rose, & Norton*; *Harwood & Steenson*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

### County Courts.

*Re ALFRED CAPON*—Maidstone, 25th May.

His Honour Judge HOMERSHAM COX, in delivering judgment, said: In this case a distress for rent was levied on the goods of the bankrupt, Capon, on the 10th of March, 1892, and the question which I have to decide is whether previously to the distress he committed an act of bankruptcy. On the 7th of March his solicitors, Messrs. Monckton, sent to all his creditors a circular in the following terms:—"Maidstone, March 7th, 1892.—Dear Sir,—Mr. Alfred Capon, of the Bull Inn, Birling, licensed victualler, has placed his affairs in our hands, and we have advised him to submit a statement to a private meeting of his creditors next Thursday, the 10th inst., at twelve o'clock at noon, at our offices, which we trust you will be able to attend. Meanwhile we shall be glad to receive particulars of your claim.—We remain, your faithful servants, Monckton & Son."

One of the provisions of the Bankruptcy Acts is that if a debtor gives notice to any of his creditors that he is about to suspend payment of his debts he commits an act of bankruptcy. It appears to me that the circular of the 7th of March cannot have any other meaning than that Capon intended to suspend payment, and I am confirmed in that opinion by the observations of the judges of the Court of Appeal in the case of *Es parte Gibson* (W. N., 1887, p. 12). But, even if this circular were not an act of bankruptcy, it seems clear that such an act was committed by the proceedings at the meeting of creditors on the 10th of March. The solicitors for Capon on that occasion formally announced that he was unable to meet his liabilities, and utterly unable to go on. That was clearly a notice of intention to suspend payment, and, under the enactment to which I have referred, such notice may be given orally. Then I have to consider whether this notice was given before the distress was levied. Both transactions occurred on the same day (the 10th of March), but it is clear from the evidence that the distress was later in the day than the meeting of creditors. Generally the law does not recognize fractions of a day, but it will do so in cases of necessity: *Clark v. Bradlaugh* (8 Q. B. D. 63) and *Campbell v. Strangeways* (3 C. P. D. 105). There will therefore be a declaration that the distress levied at the instance of Messrs. Inde, Hanbury, & Co. for rent was levied after the commencement of the bankruptcy; that the said distress is available only for six months' rent due prior to the date of the order of adjudication; and that the costs of this application be paid by Messrs. Inde, Hanbury, & Co.

### LAW SOCIETIES.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

At the annual general meeting of the Legal and General Life Assurance Society, held on the 31st ult., Mr. William Williams in the chair, the report for 1891, being the fifty-fifth year since the establishment of the society, was submitted. It was stated that 738 policies for £1,009,039 had been issued in the year as against 513 policies for £896,690 in the year 1890.

Of this amount £184,987 had been reassured, leaving the sum of £27,940 as the net new premium income as against £26,320 in 1890. The total net premium income amounted to £181,889 as against £175,137, being an increase of £6,752. The total claims amounted to £177,014, caused by 87 deaths, and included the sum of £36,990 paid as bonus additions to policies assuring £99,597, and in cases in which bonuses had not been previously surrendered for cash or reduction of premium the additions amounted to the large average increase of 53½ per cent. The total funds increased during the year by the sum of £106,613, amounting on the 31st of December, 1891, to £2,577,398. It was stated that the assets included £1,690,548, invested on mortgages of real and personal property in the United Kingdom, of which sum £79,570 was upon property in Ireland, and that this security, as well as the others held by the society, had been recently investigated by the directors, and the result of such investigation was satisfactory.

At the same time was submitted the bonus report for five years ending the 31st of December, 1891, in which it was stated that 2,516 new policies had been granted in the present bonus period, assuring £3,827,957 and £4,814 contingent annuities as against 758 policies assuring £1,637,586 in the previous five years. Notwithstanding this great increase in business the claims in this bonus period were less than those in the last, being £766,839 as against £778,542 in the previous five years. This light mortality in comparison with the larger sum at risk is a proof of the care with which the risks have been selected. The society's assets have increased in the five years from £2,158,971 to £2,588,217, and the interest earned on the funds has been at the average rate of 4½ s. 4d. per cent. Having regard to the fact that the rate of interest earned is slightly increased in the present quinquennium, the directors, after careful consideration, have resolved not to alter the rate of interest assumed in the valuation. This has always been three per cent., and any change in the rate of interest would seriously affect the great bulk of the assured, the older members whose contributions created the fund.

A more stringent table has, however, been employed, the result being that the reserves of the society have been much increased.

The result of the valuation is to show a surplus of £288,256. A sum of £43,198 is carried forward. The bonus was declared at the rate of 35s. per cent. per annum on the sums assured and previous bonuses, and the additions per £1,000 assured made to policies ranking for a full five years' bonus range from £87 to £169, and the average is £107, or over £21 a year.

The amount of the surplus allotted to the proprietors will admit of a dividend of 14s. a share for the present and future years.

The report is accompanied by a very full list of all the assets, and it is stated that after the most careful examination the directors are satisfied that the funds are fully secured.

The report terminates by stating that the directors have adopted a very low rate of non-profit premium, and also a new table providing for pensions for old age, as well as a table of sinking-fund premiums.

The CHAIRMAN said: I have to move "That the report be received and adopted." Before doing so it will be becoming on my part, I think, to refer to the loss our board has sustained during the past year. You will all of you miss a familiar figure that has occupied this chair during the last fourteen years. I mean our friend, Mr. Gregory. His eminence in the profession, his high character, and independence, his well-known caution and prudence gave the greatest possible confidence to the public and the profession that the affairs of this society would be prudently and cautiously administered. He took the greatest interest in the success of the

society, and the events of the last five years fully justified his expectations. I hope the report to be presented at the subsequent meeting will satisfy the shareholders as well as the policy-holders that their interests have been carefully considered, and that the bonus to be declared, and also the dividend, will be pre-eminently satisfactory. We have also sustained the loss of three other directors. One is the late Sir Montague Smith, whose name on the board gave confidence to the profession and the public. His place has been filled by the Right Hon. J. W. Mellor, Q.C., who comes up now to-day for re-election. We have also to deplore the loss of Mr. Markby and Mr. Carlisle, members of the board, who took the keenest interest in the society's affairs, and to whose ability we were much indebted. The other directors who come up for re-election in rotation are Lord Justices Lopes, Mr. Justice Mathew, Mr. Justice Kekewich, Mr. J. Lawrie Frere, and Mr. Charles Harrison. I do not know whether it is the pleasure of the meeting, inasmuch as there are not other candidates, I should move those names *en bloc*. ("Yes.") I therefore move that they be re-elected as directors of this society.

The motion was agreed to.

The CHAIRMAN then moved the election of Mr. Spencer C. Wylde and Mr. H. C. Masterman to fill the vacancies on the board.

This was also agreed to.

The retiring auditors, Mr. J. S. Follett and Mr. Kenyon C. S. Parker, were also re-appointed.

On the motion of Mr. FRERE, seconded by Sir WALTER RIDDELL, £50 each was voted to the auditors.

The CHAIRMAN: It may be satisfactory to the meeting to notice the continued improvement in our premium income. During the last three or four years there has been a steady increase in our premiums. That, of course, is very gratifying to the shareholders, and also to the policy-holders, because it shows that the society at the present moment occupies a very important position among the great insurance societies of England, and as the bonus report will shew the amount of bonus about to be declared considerably exceeds any that we have been able to declare before. The new business has been 738 policies for the sum of £1,009,039, of which £184,988 was re-assured, leaving £824,051 as the net risks retained by the society; as against 513 policies for the sum of £896,690 and £830 a year contingent annuities, of which £261,624 was re-assured, leaving £635,066 and £830 contingent annuities as the net risks retained by this society. The net new premiums have been £27,941, as against £26,320 in 1890. The consideration for annuities granted was £61,888, as against £53,256 in 1890. The interests and dividends have increased by £5,963. The claims, surrenders, and expenses of management remain about the same. The funds have increased by £106,613.

Sir W. RIDDELL though it would be satisfactory to the meeting if the chairman would mention the difference between the premium income ten years ago and now.

The CHAIRMAN: I have been a director of the society for twenty-one years, and I remember we thought if we ever reached £10,000 a year for new premiums we should be doing extremely well. We have now reached £27,941.

## LEGAL NEWS.

### APPOINTMENTS.

LORD HANNEN has been appointed one of the arbitrators on the part of Great Britain on the approaching Behring Sea Fisheries Arbitration Commission.

The Hon. ARCHIBALD LEWIN SMITH, a justice of the High Court of Justice, Queen's Bench Division, has been appointed a Lord Justice of Appeal, in the place of Lord Justice FRY. He is the son of Mr. Francis Smith, of Salt Hill, Sussex; he was born in 1836, educated at Trinity College, Cambridge (of which he was B.A.), became a student of the Inner Temple on the 27th of May, 1856, and was called to the bar on the 17th of November, 1860, and was elected an honorary bencher of his inn in April, 1883, on the occasion of his being raised to the bench. He was junior counsel to the Treasury from 1878 to 1883, and practised on the Home Circuit. He married, in 1867, Isobel, eldest daughter of Mr. John Charles Fletcher, of Dale-park, Sussex.

Mr. CHARLES ALGERNON WHITMORE, M.P., has been appointed Second Church Estates Commissioner in the room of the Right Hon. Sir H. Selwin-Ibbetson, Bart., who has resigned on his elevation to the peerage. Mr. Whitmore is the eldest son of Mr. Charles Shapland Whitmore, Q.C., and a bencher of the Inner Temple. He was born in 1851, and educated at All Souls College, Oxford, of which he was M.A. and also fellow. He became a student of the Inner Temple on the 20th of December, 1871, and was called to the bar on the 26th of January, 1876, and joined the Oxford Circuit. He was appointed assistant private secretary to the Home Secretary in 1886, in which year he was elected M.P. for Chelsea.

Mr. PORTLAND BOARD AKERMAN, solicitor, Temple-chambers, has been appointed a Commissioner for Oaths. Mr. Akerman was admitted in April, 1886.

Mr. GEORGE ARTHUR BROWN, solicitor, 55, Lincoln's-inn-fields, has been appointed a Commissioner for Oaths. Mr. Brown was admitted in January, 1886.

Mr. JOSEPH BATTEN, solicitor, Peterborough, has been appointed a Commissioner for Oaths. Mr. Batten was admitted in Trinity, 1885.

Mr. HENRY BUCKLEY CHAMBERLAIN, jun., solicitor, Chesterfield, has been appointed a Commissioner for Oaths. Mr. Chamberlain was admitted in December, 1883.

Mr. THOMAS LEWIS CARR, solicitor, Atherton, has been appointed a Commissioner for Oaths. Mr. Carr was admitted in May, 1884.

Mr. WILLIAM CARTNER, solicitor, Brampton, Cumberland, has been appointed a Commissioner for Oaths. Mr. Cartner was admitted in September, 1885.

Mr. HENRY JAMES SALMON, solicitor, Bury St. Edmunds, has been appointed a Commissioner for Oaths. Mr. Salmon was admitted in May, 1877. He is vestry clerk and clerk to the burial board.

Mr. THOMAS WILLIAM SALMON, solicitor, 2, Bond-court, Walbrook, has been appointed a Commissioner for Oaths. Mr. Salmon was admitted in April, 1884.

Mr. THOMAS WILLIAM SMITH, solicitor, Yeadon, has been appointed a Commissioner for Oaths. Mr. Smith was admitted in April, 1885.

Mr. JOHN WALTER STEAD, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Stead was admitted in April, 1886.

Mr. WM. HENRY TAYLOR, solicitor, 14, Great James-street, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Taylor was admitted in December, 1875.

Mr. PERCY MARSH, solicitor, Bolton, has been appointed a Commissioner for Oaths. Mr. Marsh was admitted in April, 1886.

Mr. FRANCIS HENRY PEPPER, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Pepper was admitted in March, 1886. He is clerk to the Yardley School Board.

Mr. CHARLES EDWARD PHILLIPS, solicitor, Hertford, has been appointed a Commissioner for Oaths. Mr. Phillips was admitted in Michaelmas, 1869.

Mr. JOHN POPE, jun., M.A. Canab, solicitor, Exeter, has been appointed a Commissioner for Oaths. Mr. Pope was admitted in February, 1881.

Mr. WILLIAM ALFRED PEARSON, solicitor, York, has been appointed a Commissioner for Oaths. Mr. Pearson was admitted in November, 1883.

Mr. WYNDHAM REES, solicitor, Cardiff, has been appointed a Commissioner for Oaths. Mr. Rees was admitted in April, 1886.

Mr. JOHN SAMUEL DAVIES, solicitor, Pontypridd, has been appointed a Commissioner for Oaths. Mr. Davies was admitted in November, 1885.

Mr. WILLIAM GEORGE EYRES, solicitor, Bath, has been appointed a Commissioner for Oaths. Mr. Eyres was admitted in January, 1886.

Mr. ALBERT CHARLES FAIRE, solicitor, Leicester, has been appointed a Commissioner for Oaths. Mr. Faire was admitted in May, 1885.

Mr. EDWARD HARDISTY, solicitor, 48, Great Marlborough-street, W., has been appointed a Commissioner for Oaths. Mr. Hardisty was admitted in November, 1883.

Mr. SAMUEL LEONARD HUNT, solicitor, Brentford, has been appointed a Commissioner for Oaths. Mr. Hunt was admitted in February, 1885.

Mr. FRANK CECIL MORRISON, solicitor, Reigate, has been appointed a Commissioner for Oaths. Mr. Morrison was admitted in November, 1884. He is clerk to the Guardians of Reigate Union, clerk to the rural sanitary authority, clerk to the school attendance committee, clerk to the assessment committee, superintendent registrar of births, deaths, and marriages, vestry clerk of Reigate, clerk to Betchworth, Burslow, and Horley School Boards, deputy-coroner for Surrey.

Mr. HENRY TWEED, solicitor, Horncastle, has been appointed a Commissioner for Oaths. Mr. Tweed was admitted in November, 1885.

Mr. REES WALTER WILLIAMS, solicitor, Aberdare, has been appointed a Commissioner for Oaths. Mr. Williams was admitted in June, 1881.

Mr. PHILIP HENRY WILLMOT, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Willmot was admitted in December, 1885.

Mr. ROBERT MYERS WOOD, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Wood was admitted in April, 1884.

Mr. JAMES LYON WHITTLE, solicitor, Warrington, has been appointed a Commissioner for Oaths. Mr. Whittle was admitted in August, 1885. He is town clerk, clerk to the urban sanitary authority, clerk to the burial board, clerk to the school attendance committee, and borough prosecutor.

Mr. EDWARD JOHN STANNARD, LL.B., solicitor (Messrs. Robinson & Stannard), Eastcheap-buildings, 19, Eastcheap, London, E.C., and Upper Norwood, has been appointed a Commissioner for Oaths.

Mr. THOMAS MACE, solicitor (Kilby & Mace), Banbury, Charlbury, and Chipping Norton, has been appointed Town Clerk of Chipping Norton and Clerk to the Borough Justices, in the place of Mr. G. H. Saunders, deceased.

### GENERAL.

Our attention has been drawn to some inaccuracies in the report of the festival of the United Law Clerks' Society. In place of Mr. "Woodward," chairman of the committee of management, there should be read Mr. Wybroo, and in place of Mr. "Sprague," the treasurer, there should be read Mr. Spray.

On Tuesday the Lord Chief Justice remarked, with reference to the Council of Judges to consider the report of the resolutions arrived at by the committee of judges, that there were 101 resolutions, so it could not be said that they should have a very light day. He hoped the bar would understand that the work of the committee had been done after hours, and that while they had destroyed entirely the non-jury list, they had



commenced these sittings with a smaller number of cases than he had known for a great while. The particular case he had been trying, the cause of action in which arose in November, 1889, had been put off by the parties, but the other cases dated from April, so that they were not very much in arrear. It was not the smallest use his saying this, however, because they would see allusions to "the interminable block" in the Queen's Bench Division just the same.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, June.....20	Mr. Pugh	Mr. Leach	Mr. Clowes
Tuesday.....21	Beal	Godfrey	Jackson
Wednesday.....22	Pugh	Leach	Clowes
Thursday.....23	Beal	Godfrey	Jackson
Friday.....24	Pugh	Leach	Clowes
Saturday.....25	Beal	Godfrey	Jackson

  

Date.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.
Monday, June.....20	Mr. Carrington	Mr. Farmer	Mr. Pemberton
Tuesday.....21	Lavie	Rolt	Ward
Wednesday.....22	Carrington	Farmer	Pemberton
Thursday.....23	Lavie	Rolt	Ward
Friday.....24	Carrington	Farmer	Pemberton
Saturday.....25	Lavie	Rolt	Ward

## COURT OF APPEAL.

## TRINITY SITTINGS, 1892.

## APPEAL COURT I.—NOTICES.

N.B.—Queen's Bench Interlocutory Appeals will be taken in Court I. on Tuesday, June 14, and afterwards on every Monday in Trinity Sittings.

N.B.—Subject to Interlocutory Appeals on Mondays and Bankruptcy Appeals on Fridays, the New Trial Paper will be taken in alternate weeks as heretofore, commencing on Tuesday, June 14, if there are not enough Interlocutory Appeals for that day. If there should be sufficient Interlocutory Appeals for Tuesday, then the New Trial Paper will be taken on the next day, Wednesday, June 15, and following days in that week.

SPECIAL NOTICE.—The Queen's Bench Final Appeals and the New Trial Paper will be taken in alternate weeks as stated on the Sittings Paper, viz., commencing with the New Trial Paper in the first week and Final Appeals in the second week, but if the New Trial Paper is disposed of before the end of the Sittings, then the Final Appeals will be taken every week during the remainder of the Sittings.

On Mondays and Fridays Final Appeals or New Trial Motions will only be taken when there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

N.B.—Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

## APPEAL COURT II.—NOTICES.

N.B.—Interlocutory Appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Tuesday, June 14, and afterwards on every Wednesday in Trinity Sittings. As there are at present only two Interlocutory Appeals for Tuesday, the following Chancery Final Appeals will be added to the Paper of that day, viz., Nos. 3, 1, 4, and 5 in the General List.

N.B.—Subject to Chancery Interlocutory Appeals on Wednesdays, Chancery Final Appeals will be taken every day in Court II. until further notice.

N.B.—When the Interlocutory Appeals are not enough for a day's Paper Chancery Final Appeals will be added on Interlocutory days.

Appeals from the Lancaster Palatine Court (if any) will be taken in Court II. on Thursday, June 16, on Thursday, July 7, and on Thursday, August 4.

Lunacy matters will be taken in Court II. on every Monday, at 11 o'clock, until further notice.

## APPEALS FOR HEARING

(Set down to Saturday, June 4, inclusive).

## FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

## For Judgment.

London Assoc of Shipowners & Brokers *ld v* London & India Docks Joint Committee appl of Pliffs from judgt of Mr Justice A. L. Smith (for Mr Justice Romer), dated Feb 23, declaring that regulations prescribed by Harbours, &c Act, are valid, and refusing to restrain enforcement (c a v May 28—present Lords Justices Lindley, Bowen, and Kay)

## For Hearing.

(Final List.)

1892.

Scott v Snyder Dynamite Projectile Co, *ld* appl of deft Co from judgt of Mr Justice A. L. Smith (for Mr Justice Romer), dated Feb 19, 1892 Feb 28 (restored after security given)

James v Jones, Slater v Jones appl of plt M Slater from order of Mr Justice Kekewich, dated Feb 11, 1892 March 2

Probate A M G Fildes & anr v E G Pinching & anr appl of pliffs from judgt of the President (Sir Francis Jeune) dated March 11, pronouncing for will of June 20, 1890 April 8

Meador v The West Cowes Local Board appl of plts from judgt of Mr Justice Chitty, dated Feb 24, 1892 April 12

In re Samuel Lang, dec Betterley v Proctor appl of the London and North-Western District Bank from order of Mr Justice Chitty, dated April 5, refusing to allow creditors to bring in claim after further consideration April 22

Knox v Hayman appl of deft J. F. Harrison, from judgt of Mr Justice Kekewich, dated March 24, directing payment to pliff and costs April 13 Knox v Hayman appl of deft Henry Hayman from judgt of Mr Justice Kekewich, dated March 24, directing payment to plt and costs April 23

In re Sovereign Life Assurance Co & Co's Acts (Co's Acts, 1862—1867 & Life Assce Co's Acts, 1870—1872) appl of official liquidator from order of Mr Justice Chitty, dated March 31, refusing liberty to place company on list of contributories April 23

Attorney-Gen v Talbot appl of Mayor, &c of Leeds from order of Mr Justice Chitty, dated April 9, disallowing objections and confirming scheme for regulation of Wade's Charities April 26

Lane-Fox v Kensington & Knightsbridge Electric Lighting Co *ld* appl of pliff from judgt of Mr Justice A. L. Smith (for Mr Justice Romer), dated March 3, 1892, and notice of contention by deft April 30

Blackman v Fysh (construction) appl of pliff from judgt of Mr Justice Kekewich, dated July 17, 1891 April 30

In re Buenos Ayres Water Supply & Drainage Co *ld* & Co's Acts & Joint Stock Co's Arrangement Act appl of Louis Franken from judgt of Mr Justice North, dated March 15, 1892, sanctioning scheme of arrangement May 4

## FROM THE QUEEN'S BENCH AND ADMIRALTY DIVISIONS.

## For Hearing.

## Final List.

1892.

Mann v Ward appl of pliff from judgt of non-suit, dated Feb 6 at trial before Mr Justice Grantham and a common jury in Middlesex Feb 23 (security ordered March 9)

Duck v Mayen appl of deft from judgt of Mr Justice Day, dated Feb 16, at trial without a jury in Middlesex Feb 25

Ruddy v London & South Western Railway Co appl of pliff from judgt of Mr Justice Grantham, dated Feb 18, at trial with a common jury in Middlesex and cross-notice of deft's appl for new trial Feb 25

Kirkheaton District Local Board, York v Ainley, Sons & Co (Q B Crown Side) appl of pliffs from judgt of Justices Lawrence & Wright, dated Feb 11, allowing appl from County Court and directing entry of judgt for deft Feb 26

D Wood & Son v Heath appl of deft in person from judgt of Mr Justice Wright, dated Nov 30, at trial without a jury in Middlesex March 5

Assicurazioni Generali & Messrs Shenker & Co v The SS Bessie Morris Co, *ld* & W G Browne appl of defts Bessie Morris *ld* from judgt of Mr Justice Collins, dated Feb 20, at trial without a jury in Middlesex March 5

Blewitt v Tritton & ors appl of deft Le Grand from judgt of Mr Justice Day, dated 25 Feb, at trial without a jury in Middlesex March 11

Blewitt & Tyler v Tritton & ors appl of deft Le Grand from like judgt March 11

Germain v Martyn & ors appl of plt in person from judgt of Mr Justice Charles, dated March 3, at trial without a jury in Middlesex March 11

Hogg, Curtis, Campbell, & Co v Czarnikow appl of deft from judgt of Mr Justice Charles, dated Feb 22, at trial without a jury in Middlesex March 11

Bottoms v The Lord Mayor, &c., of York appl of plt from judgt of Mr Justice Mathew, dated 24 Feb, at trial without a jury in Middlesex March 12

Jacomb v Lintott appl of deft from judgt of Mr Justice Cave, dated 26 March, at trial without a jury in Middlesex March 17 (security ordered March 28)

The Sovereign Life Assce Co v Dodd appl of plt from judgt of Mr Justice Charles, dated 24 Feb, at trial without a jury in Middlesex March 21

Sharp & anr v Christmas appl of plts from judgt of Mr Justice Collins, dated March 2, at trial without a jury in Middlesex March 22

Lancaster v Bowes appl of deft from judgt of Mr Justice Charles, dated March 9, at trial without a jury in Middx March 23

Jewson & Sons v Charlton, Macallum, & Co appl of plts from judgt of Baron Pollock, dated April 22, at trial without a jury at Norwich March 26

In re The Friendly Societies Acts & In re The Order of Druids Friendly Society Expte The Sheffield Equalized Distribution of the Order of Druids appl of the Order of Druids Friendly Soc from judgt of Justices Wright and Collins, dated Feb 26, declaring construction of rule of Druids Soc enabling Sheffield branch to sever subject to compliance with conditions March 30

Crosse & anr v Welch appl of plt from judgt of Mr Justice Denman, dated Feb 29, at trial without a jury in Middx April 7

Southwood & ors v McChesney appl of deft from judgt of Mr Justice Collins, dated Feb 26, at trial without a jury in Middx April 11

Ship Carl XV (damage) J Burnett & ors v Owners of the Carl XV appl of plts from judgt of the President, dated April 1, 1892 April 11 (assessors not asked for)

Dugdale v Mellor appl of plt in person from judgt of Mr Commissioner Smyly, QC, dated March 30, at trial without a jury at Manchester April 12

Gordon v Williamson app of deft from judgt of Mr Justice Denman, dated March 19, on fur con after trial with a common jury in Middlesex April 13

Hotel & General Advertising Co ld v Dublin Distillers Co app of plt co from judgt of Mr Justice Day, dated Feb 25, at trial without a jury in Middlesex April 13

Nix & ore v Rogers (representing the Haddenham Level Commissioners) app of pls from judgt of Mr Justice Wright, dated June 8, 1891, on fur con after trial before Baron Huddleston at Cambridge April 13

Winn & ore v Connell app of deft from judgt of Mr Justice Wright, dated April 6, at trial without a jury at Leeds April 14

Perkins v Daintrey app of deft from judgt of Mr Justice Grantham, dated Jan 15, at trial without a jury in Middlesex April 14

Davy & ore v Baines app of plt from judgt of Mr Justice Wright, dated April 4, at trial without a jury at Leeds April 20

Hampton v Hampton app of deft from judgt of Mr Justice Wills, dated April 11, at trial without a jury at Bristol April 26

Gannaway v Chamberlayne app of deft from judgt of Mr Justice Wills, dated March 30, at trial without a jury at Winchester April 27

Heesline v Simmons app of deft from judgt of Mr Justice Denman, dated April 9, at trial without a jury in Middlesex April 28

Bertois v Frugier app of pltf from judgt of Mr Commissioner Smyly, Q.C., dated April 12, at trial without a jury at Liverpool May 2

Jenner v Thomas & anr app of pltf in person from judgt of Mr Justice Lawrence, dated May 6, at trial without a jury in Middlesex May 4

Daynes v Chisnell app of pltf in person from judgt of Mr Baron Pollock, dated June 4, 1891, at trial with a special jury in Middlesex New trial not asked for May 5

(To be continued.)

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

TRINITY SITTINGS, 1892.

Causes for Trial or Hearing.

(Set down to Saturday, June 4th, inclusive.)

Motions, Petitions, and Short Causes will be taken on the usual days, as stated in the Trinity Sittings Paper.

Mr. Justice Chitty will take Witness Actions on the following days—viz., July 5, 6, 7, 12, 13, 14, 19, 20, 21. In the weeks when Non-Witness Actions are taken, Further Considerations will be taken on Tuesdays. In the weeks when Witness Actions are taken, Further Considerations will not be taken on Tuesdays, but may be taken on Saturdays.

Mr. Justice North will give directions as to the order in which Causes and Further Considerations will be taken in his lordship's court, after the commencement of the Sittings, of which notice will be given on the Daily Cause List.

Mr. Justice Stirling will commence the trial of Witness Actions on Tuesday, June 21. Subject thereto his lordship will take other Business according to the Sittings Paper, except Further Considerations, as to which due notice will be given.

Mr. Justice Kekewich will commence the trial of Witness Actions on Tuesday, June 21. His lordship will take other Business in the following order, according to the days of the week:—Monday (except August 8), Sitting in Chambers. Thursday, August 11, and Friday, August 12, will also be devoted to this Business. Tuesday, Wednesday, and Thursday, Witness Actions, Non-Witness Actions (including Further Considerations) or Adjourned Summonses as from time to time arranged. There will also be a Sitting in Court for this Business on Monday, August 8th. Friday, Motions and Non-Witness Actions or Adjourned Summonses. The last regular day for Motions, that is on which Motions can be made without special leave, will be Friday, August 5. Motions will also be heard on the first day of the Sittings, Tuesday, June 14. Saturday, Short Causes, Petitions, and Non-Witness Actions or Adjourned Summonses. The last day of Sittings in Court will be Wednesday, August 10. Liverpool and Manchester Business will be taken as follows:—Motions on days appointed for Motions, Short Causes, Petitions, and Adjourned Summonses on Saturdays. Summonses in Chambers on Friday afternoons. Liverpool and Manchester Summonses being taken on alternate Fridays, commencing with Manchester Summonses on Friday, June 17.

Mr. Justice Romer will take Witness Actions every day in the order as they stand in the Cause Book.

Summonses before the judge in chambers.—Justices Chitty, North, and Stirling will sit in court the whole day on every Monday during the sittings to hear Chamber Summonses; Mr. Justice Kekewich will hear Chamber Summonses every Monday (except Monday, August 8), and will also take Chamber Summonses on Thursday and Friday, August 11 and 12.

Summonses adjourned into court will be taken as follows:—Mr. Justice Chitty, with Non-Witness Actions, except Procedure Summonses, which (if any) are taken every Saturday; Mr. Justice Stirling, with Non-Witness Actions. Mr. Justice North on Fridays and Saturdays. Mr. Justice Kekewich on Fridays and Saturdays, and also on other days as the judge may direct.

Before Mr. Justice CHITTY.  
Causes for trial (with witnesses).  
Bonham (married woman) v Ellis act  
Richmond Main Sewage Board v Dickinson act (not before July 19)  
The New Venture Witwatersrand

Gold Mining Co, ld v Hartmont act  
Osborne v Aaron Reefs ld act  
Walker v Walker (1881 W 4839) plt's motn for damages on sale of Glasgow property (restored to witness list, by order)

The Persian Investment Corporation, ld v Prince Malcolm Khan act (S O until 28 days after disposal of procedure summonses)

In re Dawson, dec Johnston v Todd act

Wallis v Hands act

Saw v Angerstein act

Carew v O'Halloran act

In re The New Wire Wove Roofing Co, ld, & Co's Acts Expte Hart adjd sums for removal from Register Liberty to cross-examine on affidavits, by order

Bending v Stokes act

David v Williams act (S O till June 17, pending commission)

Hembrow v Talbot act

Goodrich v Ashbee act

Attorney-Gen v Sims act

Edwards v Edwards act

Turnbull v Harrison-Watson act

Coleman v Shaw act

Walter v Mitchell act

Nelson v National Life Assurance Society act

Minckley v Abrahams act

Riddell v Durnford act

Wilson v Dolby act

In re Black's Policy Moneys, Black v Smith issue for trial with liberty to cross examine on affs

J T Duce & Sons, ld v Ebbwith act

Revell v Read act

Tullis v Jacson act

Ellis v Ellis act & m f j (abated)

Barnard v Johnson act

In re Registered Trade-Mark, No 37030, of Wm Powell, trading as Goodall, Backhouse & Co, and Patents, &c, Act, 1883 mot of The Birmingham Vinegar and Brewery Co, ld, to expunge Trade-Mark (Placed in Witness List for cross-examination on affidavits, by order)

Bennett v Creditors' Assets Co, ld act

In re Wm Bradfield, dec Bradford v Hancock originating summons to be heard in court placed in wits list for continued cross-exam of wits before the court

School Board for District of West Ham v Marten act

Dibb v Walker (1885—D—38) act for further hearing on C C Cert (set down by direction of registrar)

Dibb v Walker (1891—D—875) act

In re Kerans, dec Miesegags v Kerans act & sums

Jones v Laphorne act

Nanty Glo & Blaina Ironworks Co v Corey Bros & Co ld act

In re Rebbeck, dec Bennett v Rebbeck act & m f j

Abdy v Hesketh act (set down by order)

Smith v Turnbull act & m fcr j (1884—S—1,191)

Smith v Turnbull act & m for j (1884—S—1,200)

In re Brownfield, dec Brownfield v Brownfield act

Atkinson v Mayor, &c, of Huddersfield act (set down in witness list, by order)

Evans v Bowes act

Howell v Johnson act

Reed v Waters act & m f j

Reed v Blackett act

Bruzon v English Bank of River Plate, ld act

Kemp v Caddington & Flamstead School Board act

Jones v Pim, Vaughan & Co act

In re Kennett, dec Measom v Amey claim of H T Cranter for management of testator's estate, opposed by executors—cross examination on affidavits, by order

James v Lewis act

Carr v Timlin act

Hardman v Bradshaw act Hardman v Bradshaw third party issue by dfts Morthgreaves & anr

Kitson v Kitson act

Seward v Vivian act

Roos v Allen act

Bowie v Rumney act

Phillips v Cresswell act

Barratt v Manchester South Junction, &c, Ry Co act

New York & Kentucky Land Co v The Northern & Western American Asson ld act

In re Schwerdt's Patent, No 19,510 of 1891 adjd sums for revocation of Patent with wits, by order

Powell v London & Provincial Bank ld act (set down by order)

McKee v London Road Car Co ld act

Pegge v Baker act

Korting Bros v Ledward act (set down by order)

La Agricultura v Boyd act

Causes for Trial (without witnesses).

In re W Ferguson, dec Ferguson v Jarvis adjd sums pt hd

In re Bifrons' Estate, Barking, Essex, & S L Act adjd sums (restored by order)

In re Hansard Publishing Union, ld (secret profit of promotion) expte Liquidators adjd sums

In re London & Bagley's Contract & V & P Act, 1874 adjd sums by proposed lessee (S O liberty to apply to restore)

In re A & W. Plackett's Registered design and Patent Designs Act, 1883—1888 motn by Messrs Plackett to rectify Register of Designs (non-wits list by order)

In re The Patent Enamel Co ld & Co's Act, 1862 motn to rectify Register (Placed in non-wits list, by order, with liberty to any party to cross-examine)

The British Asson of Medical Electricians v Moffat motn to restrain deft advertising himself as member of asson (Placed in non-wits list by order—to be treated as trial if parties agree)

Ware v The Aylesbury & Buckingham Ry Co adjd sums (restored by order)

In re Chas Price's Will Cash in court to credit of expte The Pontypool Local Board Expte Henry Lewis adjd sums

In re H W Schneider, dec Schneider v Fairholme (adminis) Expte Exors & Trustees adjd sums

In re M Churchill, dec Lewis v Churchill balance of life interest in legacy adjd sums

In re The West Commercial Bank ld & Co's Acts claim of G D Lane (widow) executrix of Wm Lane, dec expte of liquidr adjd sums

In re Henry Moss, dec Beddington v Hyam expte trustees (construction) adjd sums

Blake v Halse act

In re L S Tindal's Estate Tindal v Bosanquet expte tenant for life of residuary estate adjd sums

In re Powell & John's Contract and V & P Act expte Wm Powell (vendor) sufficiency of answers to requisitions adjd sums

In re Hallett, dec Hallett v Hallett expte exors & trustees adjd sums

Morley v Aston Arms Co ld act against British Munitions Co

In re Edward Westall's Settlement Trusts, West v Baggallay, Expte Settlement Trustees adjd sums

In re Thos Stephenson, dec Hale v Hale (Realization of Investments) Expte pls adjd sums



In re Wm Wood, dec, Beves v Ridge, Expte Trustees of Legacy adj sums

Sparks v London Founders' Association Claim to money in hands of Receiver Expte E A Miller adj sums

In re Lord Alfred Paget, dec, Listowel v Paget, Expte Exors adj sums

Carrick v Wigan Trams Fund (£4,000) priorities among debenture holders adj sums

In re Boulton & Cullingford's Contract and V & P Act, 1874, Expte Purchaser (Title) adj sums

In re Joseph Marsden, dec, Hinchcliffe v Battye, Expte Exors of surviving trustee adj sums

In re Humphreys, dec Jones v Jones (Order 55) Ex pte pld adj sums

Monarch Investment Building Soc v Grundy m f j (short)

Phillips v Phillips act

Hadley v Easthopes, ld m f j (short)

#### Further Considerations.

In re Walters, dec Walters v Davies fur con

In re Geldard, dec Holdsworth v Dixon fur con

In re H W Eyres, dec Eyres v Shuter fur con

#### Procedure Summons.

Persian Investment Corp v Malcolm Khan appln of plds for further affidavit of documents, including pass book and cheques, and for production

#### Before Mr. Justice NORTH.

Causes for trial (with witnesses).

Draper v Clench Clench v Draper acts consolidated

In re King Portway v Beeching act & adj sums

Bentnick v London Joint Stock Bank ld act pt hd (revived by order)

In re Lee Lee v Dickinson act

Coxon v Schofield act

Morris v Speyer act

Speyer v Morris act

Tindall v Castle act

Finch v The Quebrada Ry, Lead, & Co, ld act

Pratt v Pratt act

In re Champion Dudley v Champion act

Baker v Hewitt act

In re Ford Baker v Mayo act

In re Frewen Hall v Frewen act

Ponsonby v Sheldon act

Kell v Armitage act

Lacon v Sadd act & m f j

Eyre v Rodgers act

Batt & Co v Hogerzell act

Smith v Davis act

In re Webster Webster v Webster act and m f j

Hasluck v Clayton act

Hasluck v Tress act

Hasluck v Henderson act

Vipont v Butler act

Roper v Poord act

Boucher v Wilkinson interpleader issue

Brandon v Walker act

Smale v Bullock act

Bridgman v Daw act

Pillers v Somerset Hotel Co, ld act

Farmer v Stephenson act & motn for judgt

Wagstaff v Ownsworth act

Coningham v Coningham act & motn for judgt

Simpson v Hutchins act & motn for judgt

Lefevre v Tucker act

Barnes v Bridgman & Bond act

Cooke v Boddam act

Harris v Harris act

Quirk v Workington Hematite Iron & Co., ld. act

Heald v Incandescent Gas Light Co. ld act

Wingrove v Grant act

Wright v Jackson act

Dobson v Dobson act

Guardians of Merc Union, Dorset v Liddbury act

Forrest v Walker act

Brew v Robotham act

Finch v Bull act & motn for judgt

In re Roberts Fereday v Jesson act

Niemann v Niemann act

Lord Windsor v Walker act & motn for judgt

Rasen v Atkin act

In re Ponting's Patent, No. 5901 of 1890 petn to come on with act

Harris v Woodward act

Hardcastle v Smith act

Cootie v Ramsden act & motn for judgt

Sharman v Wickham act

Thomas v Thomas act

Skeffington v Franklin act

In re Godfrey Godfrey v Taylor act

Hollender v Hunt act

Gough v Chambers act

The Bristol Sublined Lead Co, ld, v Miles act

Republic of Chili v Royal Mail Steam Packet Co act

Moon v Carlton Iron Co, ld act

Crossley v Magniac act

Morgan v Chambers act

Bradford Old Bank ld v Clapham act

Hunter v Dowling act

Anderson v Edgbaston Brewery Co ld act

Tredwell v Houghton act

Kerosene Co ld v Harris act

Contract Loan & Trust Corporation ld v Jozs Metallochrome & Co ld act

Wheelwright v Mayor & Co of Wakefield act

Oppenheimer v Oppenheimer act

Pride v Harrison act & motn by ord

Mayor, & Co of Bedford v Hobson act

Brierly v Walsh act

Mantell v Mantell act

Green v Moore act

Pearson v Union Bank of Manchester act

Poolman v Mann, Crossman, & Paulin act

Cameron v Whitehead act

Overman v Monument act

Avard v Avard act

Manning v Nicholls act

York City & Co Banking Co v Pearson act

Baring v Overton act

Scull v Wood act

Harris v Martin act

Biddulph v Billiter Street Offices Co, ld act & m f j

In re Longman, Dalgety, & Co, ld v Russell Howell act In re Longman Howell v Harting adj sums

Golding v Tarleton act

Smith v Monro act

Macgregor v Cocks act

Stuttart v Beaumont act

Atkins v Smith act

Hart v Hill act

Jowsey v Jowsey In re Jowsey act

Mercantile Investmt & General Trust Co, ld v River Plate Trust Loan & Agency Co, ld

Lord Petre v Pile act

Simpson v Cargill act

Booth v Midland Ry Co act

Richards & Co, ld v Perkes act

Causes for trial (without witnesses).

Procter v Cheshire County Council act

Tann v Blackett act & m f j

Duke of Northumberland v Lord Percy m f j

Rooper v Vane act

In re Palk In re Drake Chamberlain v Drake act

Pratt v Pratt m f j

Newton v Gt Northern Ry Co act

Falcon v Postlethwaite act

In re Davies Davies v Davies special case

Patton v Smith act

In re Martin Martin v Martin act

In re the Golden Leaf ld & Co's Acts motn

In re Tucker Tucker v Tucker act

Anderson v G Holden, ld m f j (short)

Cooke v Gilbert m f j (short)

#### Adjourned Summonses.

Humphreys v Levett

Stevens v Bolton

In re La Trobe Bateman La Trobe Bateman v Bartelot (to come on with fur con)

In re Bonner-Maurice Cripps v Bonner-Maurice

In re Small Belben v Pittar

Wilkins v Smith

In re Earl of Cavan Lord Hatherston v Banks

In re Perkins Perkins v Bagot

In re Sacre Mahoney v Sacre

In re Mahoney & aur to review taxation

In re Gibson Gibson v Nutt ex pte pld In re Gibson Gibson v Nutt ex pte dft

#### Further Considerations.

In re Gough Lloyd v Lloyd fur con

In re Saul Saul v Watson fur con

Taylor v Dunford fur con

In re Wildman Wildman v Wildman fur con

In re Porter Coulson v Anderson fur con

Before Mr. Justice SMITH.

Causes for Trial (with witnesses).

In re J Davis Joseph v Davis act (to come on with another action when set down)

Tadman v Needes act

McCarthy v Lennox act (S O commission)

In re Davidson Davidson v Murphy 1st day of witness acts

In re The Liberian Govt Concessions, & Co's Acts motn

Reveliere v Gateley act & motn by order

Hopcraft v Hopcraft act & m f j

In re Robinson Notley v Robinson act & m f j

Gayton v Mott act (restored)

In re Powers Manisty v Archdale act & m f j

Wharton v The Queen petn of right

Sanders v Reed act

Arden v Hilditch act

In re Tatham Bensuade v Hastings adj sums (wits list by order)

In re Chad Street v Stogdon act & m f j

In re Tiller Coppinger v Tiller act

Pilbeam v English act

Lavington Bros v Hudson act (pliff dead)

Spicer v Roberts act

Bliss v Emanuel act

Empire of India Corporation v Scaramanga act (not before 24 June)

Lancashire v Smith act & m f j

London & South Western Bank v Michels act & m f j

Grace v Booth act

In re Helmore Helmore v Helmore act

Stainforth v Elborne act

In re G W Simpson's Patent, No 9250 of 1890 petn (wits list by order)

In re J Andrews & Trustee Act adjd sums (wits list by order)

In re Mann & Taylor adjd sums (wits list by order)

In re The Ardleigh Bread Co & Co's Acts adjd sums (wits list by order)

Vincent v Redhouse act

Bread Union, ld v Cantrell act

Clark, Nicholls & Coombs, ld v Griffiths & Co act

Leathers v Butler act

Bell v Snyder Dynamite Projectile Co ld act

Wise v Miller act (S O 14 days after answers to interrogatories fixed)

Moore v Moore act

Bradley v Humphrey act

Stephens v Braithwaite act

Tremville v Christie

Thompson v Gibb act (not before 14 June)

Clements v Stretton act

Murray v Lewis act

Fowke v Deacon act

Matabeleland Co, ld v British South Africa Co, ld act

Callaway v Wade act

Elliot v Wilts and Dorset Banking Co, ld act

Edwards v Evans act

Castle v Robinson act

Robson v Steriline, ld act

Webb v Shropshire Railways Co act

In re Pratt Driver v Ede act

Ede v Shuff Shuff v Ede act To come on together by order

In re Veyse Millard v Veyse act

Bird v Pratt act

Lord Abingdon v Duchess of Marlborough act

Miers v Kempthorne act (not until one month after directions given, by order)

Kempthorne v Miers Kempthorne v Miers act & m f j

Reeder v Walker act

Scholey v Peck act

Davis v Jackson act first day of witness actions

Leathers v Leathers act

Morley v Loughnan act

Piggott v Waller act

Adams v Darley act

In re Pattinson Pattinson v Rigg act

Chapman v South Metropolitan Gas Co act

New Cross and District 282nd Starr Bowkett Bldg Soc v Price act

Hutt v Hewitt act & m f j

John v Rose act

Copping v Harris Harris v Copping act

In re Cooke Weavers Lord Lomas act

Barnes v Pope & Co, ld act

In re Wormald Wormald v Collingwood act

Chalmers v Ross act

Jones v Lawrence act

Baird v Mayor, & Co, of Tunbridge Wells act

Talbot v Talbot act

Morgan v Jones act

In re Roper Roper v Roper act

Bartlett v Sari act & m f j

Andrews v Crisp act

The London Houses, & Co, Assoc, ld v Thomas act

Medical Battery Co, ld, v Spalding act

Same Co v Spalding act

In re Millar, Millar v Millar act

Ecclesi Commrs of England v Cartwardine act

Corrugated Paper Packing Co, ld, v Speight act

In re Tomkin, Wickham v Tomkin act  
 Windust v Hart act first day of witness actions  
 In re Hall, Hall v Hall act  
 Wright v Ottoman Paper Manufacturing Co act & m f j  
 Baron Carew v Barnes Elms (Ranelagh) Club, ld act  
 In re Jeremiah, Williams v Jeremiah act  
 Cox v Stephenson act  
 Ferguson v Kootenay Smelting, &c, ld act  
 Seaborne Coal Co, ld, v Edey act  
 Browne v Moree-Boycott act & m f j  
 White v Tyler act  
 Barnett v Barnett act & m f j  
 King v Nethersole act  
 Middleton v Drake act  
 In re Basse, Bussey v Bussey act  
 In re Eddystone Marine Insurance Co, ld settlement of list of contributories, &c  
 Butcher v Marks act  
 Green v Harrison act  
 In re Stanley Stanley v Burchell act  
 Somers Smith v Middleton act  
 Lancashire v Breadmore act

## Point of Law.

Bastian v Bullmore point of law (set down pursuant to order dated 21 March, 1892—to be mentioned first day of Sittings, by order)

## Causes for Trial without Witnesses and Adjourned Summonses.

In re Griffiths Huggins v Cripps act  
 Miers v Kempthorne adj sums  
 Miers v Kempthorne adj sums (not before June 27)  
 In re McBryde McBryde v Price act & m f j (short)  
 In re Hargrove Fletcher v Hargrove adj sums  
 Hopkins v Cooper act  
 In re Windham Price v Tilley adj sums  
 In re Trumper Ibbotson v Langton adj sums  
 Hay v The Swedish & Norwegian Kys Co, ld adj sums, pt hd June 15  
 In re Kyffin Salter v Bickley adj sums  
 In re Doody Fisher v Doody adj sums  
 In re Tyler Tyler v Smith adj sums  
 Boaler v Broadhurst m f j after trial of issues (S O until after appeal disposed of)  
 In re Cowie, an Infant, &c adj sums  
 Justins v Brangwin m f j (short)  
 Hibbert v Lloyd adj sums  
 Shelley v Uckfield Rural Sanitary Authority m f j (short)  
 In re Lord Stafford Gerard v Stafford adj sums  
 In re Spencer & Hole's Contract & V & P Act adj sums  
 In re Weeks Adnams v Weeks adj sums

## Further Considerations.

In re Needham Bennett v Needham fur con (short)  
 Steinwald v Van Raalte fur con  
 Bishop v Williams fur con

## Before Mr. Justice KEKEWICH.

Causes for trial (with witnesses)  
 Jones v The Steamship Cairngoun, ld act (Trinity Sittings)  
 Bruff v Howard act restored  
 Cameron v Dandicoll & Gandin, ld con-olidated act No 82 to come on with this (not before 14 July)

Cameron v Stretton, Hilliard, Dale & Newman act (S O one month after hearing of two other acts)  
 Hobson v Clifford act & m f j  
 Gape v Taylor act  
 Blaiberg v Medhurst act & point of law  
 Baxter v Emmerson act  
 Sutton, Carden, & Co ld v British Equitable, &c, Co act  
 Mitchell v Baker act  
 Mander v Falcke act & m f j (not to come into list without special application)  
 Jervis v Edwards act (deft, A Hicks, dead)  
 Page v Cloete act  
 Johnson v Hawley & Bridgwood act  
 In re Lloyd-Edwards Priestley v Trench act  
 Pugh v Farnan act  
 Paine & Co v Daniel & Sons' Breweries act  
 In re McWilliam Lockhart v McWilliam act  
 Nat Telephone Co, ld v Baker act  
 Dixon v Franklin act  
 Willey v Broadbent act  
 Power v MacLachlan, Power v Power act  
 Ruddleforth v Metropolitan Coal Consumers' Asscn, ld act  
 Norval v O'Callaghan act  
 Whitley v Challis act  
 Chadburn v Moore act  
 Corbett v Jonas act  
 Bergl v Ind, Coope, & Co, ld act  
 Whichelow v Tebbitt Bros act  
 Montgomeryshire Brewery Co, ld v Miller act  
 In re Fish, Bennett v Bennett act  
 Smith v General Finance & Industrial Corpn, ld act  
 Crole Rees v Surrey & General Land Co, ld act  
 Scatliff v Forrest act  
 Allinson v Deverell act  
 Evans v Heaver act  
 Gedge v Tarn act  
 Palmer v Storey act  
 Wemyss v Bourke, Sandys, & Co act  
 Salmon v Hammond act  
 Managers of Met. Asylum District v Vestry of Fulham act  
 In re Dexter's Trade-Mark and Patents, &c, Acts motn  
 In re Wills's Trade-Mark & Patents, &c, Acts motn  
 Pink v Federation of Trades and Labours Unions act & m f j  
 Bell v Bell act  
 Gill v Cogswell act  
 Hope v Clark act  
 Morse v Baker & Sons act  
 Thomas v Thomas act  
 Wotton v Millman act  
 Mackie v Solvo Laundry Supply Co, ld act  
 Gilson v Kinsey act  
 In re James Barclay v Lucas act  
 Wright v Walford act  
 Dewrance & Co v Billington & Newton act  
 Beasley v Beasley act  
 Hughes v Gillow & Co act  
 Knight v Kent, Sussex, & General Land Soc, ld act  
 Perkins v Same Soc act  
 Berryman v Duff act  
 In re Gedy & Sons & Trade-Mark 77,745 motn  
 Belgravia Freehold Land Co v Vivian act  
 Stephenson v Christian Christian v Stephenson act  
 Royal College of Physicians in London v General Medical Council act  
 Selby v Bothamley act  
 Maitland v Bagnell act  
 Industrial Asse Co of Great Britain

ld, v London, Edinburgh, & Asse Co, ld act  
 In re Moakes Marshall v Burrows Act  
 The Hamstaenugh Art & Co v Holloway act  
 Arnold v Thompson act  
 Natl Reversy Invest Co v Rock Life Asse Co act  
 Gabriel v Bertram act Bertram v Gabriel act  
 Luck v Williamsom act  
 Dalley v Hole act  
 Clarke v Mills act  
 Davis v Davis act  
 In re Jones Pritchard v Emmett act  
 In re Gilbert Parry v Doyle adjd sums  
 Ruddle v Ruddle act  
 Franken v Buenos Ayres Water Supply & Co ld act  
 Pimblott v Davies act  
 Cameron v Dandicoll act (to be heard with No 3)  
 Local Board of Acton v L & S W Junction Ry Co act  
 In re Brown Sleeman v Brown act  
 Foulgar v The Evisse Syndicate ld act  
 Davies v Morris act  
 Steane v Steane act & m f j  
 Huntley v Curry act  
 Harman v Wilson act  
 Lindfield v West act  
 Armitage v Armitage act  
 Hornsey Local Board v Hume adjd sums  
 MacLean v Griffin act  
 Cogswell v Countess of Cardigan act

## Point of Law.

Blaiberg v Medhurst point of law (to come on with witness act)

## Adjourned Summonses.

In re Craven Whitham v Woodhead pt hd  
 In re Briscoe Briscoe v Axworthy  
 In re Lance Sharp v Rebbeck  
 Howell v Lewis  
 Howell v Lewis further hearing  
 Dewhurst v Dewhurst  
 In re Egyptian Minerals Corpn, ld & Co's Acts  
 In re Peake Meigh v Peake  
 In re Duke of Cleveland Wolmer v Forrester  
 In re Walker Walker v Walker  
 Thom v Taylor  
 In re Hoyle Hoyle v Hoyle  
 In re Lomas Moorhouse & Hardy and V & P Act  
 In re Lance Sharp v Rebbeck  
 In re Jarvis Turner v Wiseman  
 In re Blackwood Quicke v Blackwood  
 Worsam v Nelson  
 In re Tooke Bostock v Padwick  
 In re Sands Sands v Parsons  
 Allinson v Deverell  
 In re Rooke Robson v Williamson (14 June after mtns)

## Causes for Trial (without witnesses).

Price v Williams m f j & m (to come on when ripe for hearing)  
 Bills v Mayor & Co of Queenborough action  
 In re Henlock Henlock v Henlock m f j  
 Beever v Dodds act  
 In re Henry Clay & Bock & Co ld and Trade Mark, No 13,000 motn  
 Hunt v Standfast act  
 In re Rayner Rayner v Wilson special case  
 Bird v Abbey m f j

## Further Considerations.

In re Haworth Parker v Hudson fur con  
 In re Carter Wattlely v Carter fur con

Companies (winding up).  
Before Mr Justice VAUGHAN  
WILLIAMS.  
(Sitting as an additional Judge of Chancery Division.)  
Petitions.

In re W Laxon & Co, ld  
 In re West Cumberland Iron & Steel Co, ld  
 In re J H Bracken & Co, ld  
 In re The Pioneers of Mashonaland Syndicate, ld  
 In re National Lithographic & Printing Co, ld (Petition of W. W. Braunton)  
 In re Same Co (Petition of A G Ranger)  
 In re Heath Petroleum Co, ld  
 In re Argentine Loan and Mercantile Agency Co, ld  
 In re Arvill & Smart, ld  
 In re The New British Iron Co, ld  
 In re The Mercantile Bank of Australia  
 In re Leicester Industrial Assurance & Building Co, ld  
 In re J H Evans & Co, ld

## Court Summonses.

In re The Postage Stamp Automatic & Co, ld  
 In re The International Mining Syndicate, ld (expte C F Smith)  
 In re Same Co (expte Mercer H Simpson)  
 In re Wakefield Rolling Stock Co, ld  
 Chamber Summonses.  
 In re The London & Yorkshire Mutual Money Club Co (expte H N Crowther)

## Before Mr. Justice ROMER.

Causes for trial (with witnesses).  
 Williams v Snyder Dynamite, &c Co, ld act (restored after security given)  
 In re Carruthers Talbot v Carruthers act restored

Transferred for Trial or Hearing only, pursuant to Order dated the 22nd August, 1891.

Lewis v Marquis of Allesbury act  
 Lord Hatherton v South Staffordshire Water Works Co act  
 In re Llanwer Llanwer v Rayden act (not before June 21)

In re Grover Acworth v Grover act

Micklethwait v Vincent act  
 Gill v Green act  
 The Corporation of the Royal Exchange Asse v Tod act  
 Gadd & Mason v Haslingden Union Gas Co act (Michaelmas Sittings)  
 Binney v Clarke act  
 In re Naylor Hodson v Sargeant act  
 Gordon v Ferris act  
 Ramuz v Southend Local Board act  
 Vevers v Green act (restored)  
 Mansell v British Linen Co Bk and Mackay adj sums restored  
 Roberts v Lewis act restored

Transferred for Trial or Hearing only, pursuant to order dated the 12th May, 1892.

Blake v Solomon act for trial  
 Baker v Williams act for trial  
 Harrison v Freeth Rawson act for trial

Ellis v Hills act for trial  
 In re Bateson Yoxall v Simpson act for trial

Turrell v Brown act for trial  
 Hepburn v Wigam act for trial  
 Elliot v Mayor, &c, of Bristol

In re Co of Financiers, ld & Co's Acts motn  
 Hopcraft v Bellite Explosives, ld act for trial  
 Parker v Dale act for trial



Local Bd of Hanwell v Wenham act for trial  
 In re Clarke Harding v Clarke act for trial (plt dead)  
 Freeman v Greig act for trial  
 British Electric Light Co v Woodhouse & Co act for trial  
 Brogden & Sons v Lancaster Bank Co act for trial  
 Bromlow v Phillips act for trial (plt bankrupt)  
 Lord Ashburton v Worthington act for trial  
 Godden v Holdoway act for trial  
 Quorn Rancho Co v Martin act for trial  
 Quorn Rancho Co v Martin act for trial  
 Quarmby v Fryer act for trial  
 Webb v Bowen act for trial  
 Swansea Hematite Co v Mannerman & Co act for trial  
 Scovell v Scovell act for trial  
 Bright v Dewar act for trial  
 Bevan v Arkell act for trial  
 Coward v Steele act for trial  
 Baker v Kinnell act for trial  
 Hutton v Allbutt act for trial  
 Heineky v Harrison act for trial  
 Foulkes v Hitchcock act for trial and third party notice  
 Fox v Jerome act for trial  
 Carter v Haldeman act & m f j (Michaelmas Sittings)  
 Selby v Shortlands & Nunhead Ry Co act for trial  
 Williams v Smith act for trial  
 Withers v Carwardine & Co act for trial  
 Curwood v Jennings motn  
 Mayer v Godfrey act for trial  
 Salmon v Salmon act for trial  
 Maughling v Jackson act for trial  
 Bainbridge v Edwards act for trial  
 Rickaby v Strong act for trial  
 Cornwall v Sedger act for trial  
 Attorney-General v Fareham Guardians adj sums  
 Hickman v Berens act for trial  
 In re Robinson Robinson v Grindell act for trial  
 Baker v Kent, Sussex, and General Land Society, ld  
 Attorney-General v Wethered act for trial  
 Hankin v Hore act for trial  
 White v Hart act for trial (dft bankrupt)  
 Graham v Graham act for trial  
 Bradford v Greta Colls, ld act for trial  
 Goodall, Backhouse & Co v Birmingham Vinegar Brewery Co, ld act for trial  
 Baese v Luson act for trial  
 Laine v Herold act for trial  
 Kennedy v Jones act for trial  
 Lichtenstein & Co v Haeseler act for trial  
 Bentinck v Union District Co of London, ld act for trial  
 Warren v Warren act for trial  
 Riley v Scharien act for trial  
 Brooke v Brooke act for trial  
 Lowe v Morrill act for trial  
 Hazell v London County Council act for trial  
 O'Meara v Santa Fé Land Co, ld act for trial  
 Easton v Penny act for trial  
 Bowles v Elletson act for trial  
 Maxim Nordenfelt Guns, & Co, ld v Nordenfelt act for trial  
 Raphael v Lazarus act for trial  
 Rutty v Goddard act for trial  
 Filmer v Cook act for trial  
 White v Pottow act for trial  
 Willett v Boulton act & petn  
 Larkins v Larkins act for trial  
 Bevan v London Portland Cement Co, ld act for trial  
 Lewes v Harwood act for trial  
 Jenkyn v Jenkyn act for trial  
 Milton v Milton act for trial

Burdett & Harris v Humpage act for trial  
 Bliss v Denniss act for trial  
 In re H Jones Ellis v Jones act for trial  
 Burnay v Ambaca Ry Construction Co act for trial  
 Hopkinson v St James' and Pall Mall Electric Light Co, ld act for trial  
 Weston v Gillespie act for trial  
 Godman v Herbert act for trial  
 Herbert v Godman act for trial  
 Flint v Howard act & m f j  
 Reed v Aver act  
 Cook v Cooke act  
 Burnaby v Hurt act & m f j  
 Hurt v Fitzgerald act & m f j  
 Jones v Howell act for trial  
 Wielands v Ledger act for trial  
 Franckeiss v Baverstock act for trial  
 Parry v Parry act for trial  
 Parry v Parry act for trial  
 Carter v Carter act for trial  
 Bell v Harrison act for trial  
 In re Santa Rosalia Copper Co, ld & Co's Acts motn  
 Official Liquidator of The Blackburn, & Bldg Soc v Welby act for trial  
 Hogan & Hughes v Crowther act  
 Felton v Read act & m f j  
 Ackroyd v Barker act for trial  
 O'Neill v Watson act for trial  
 Watkinson & Sons ld v London & South Wales Coal Co ld act for trial  
 Tucker v Vowles act for trial  
 Stebbing v D'Ardenne act for trial  
 In re Bushnell Bruton v Martin act for trial  
 Capell v Humble act for trial  
 Midland Railway Co v Rylands act for trial  
 Haygarth v Collings act for trial  
 Ealing v Puttman act for trial  
 Vincent v Ferguson act for trial  
 Morgan v House Property & Investment Co, ld act for trial  
 In re Shanks Bell v Vasey act for trial  
 Jobson v Palmer act  
 In re Dudding Nankin v Bantoff act for trial  
 The Conservators of the River Thames v The London, Tilbury, & Southend Ry Co act for trial  
 White v Lilly act for trial  
 Holdsworth v Kittoe act for trial  
 Durrant v Gifford act for trial  
 Paine v Thompson act for trial  
 Wilkinson v Green act & m f j  
 Street v Bims act for trial  
 In re Pearce Pearce v Crickett act for trial  
 Whadcoat v Shropshire Ry Co act for trial  
 Howell v Maclean act for trial  
 Ponsford v B Smith & Sons act for trial  
 McNeill v Bexley Heath Ry Co act for trial  
 Jackson v Jackson act for trial  
 In re Douglas Coward v Winter act for trial  
 Welby v Thimbleby act for trial  
 Edwards v Shaw act & m f j  
 Colborne v Newman act for trial set down without pleadings by order  
 Stretton v Stretton act for trial  
 Wilson v Elkington act for trial  
 Howard v Blalberg act for trial (set down with pleadings by order)  
 Fields v Sykes act for trial  
 Stoy v Duncan act for trial  
 London Trust Co, ld v Mackenzie act for trial  
 Weller-Poley v Nash act for trial  
 Rendell v Bradford Old Bank, ld act for trial  
 Harrison v Whiting act for trial

In re Poole How v Poole act for trial  
 Boulton & Co, ld v Bradley act for trial

Williams v White act for trial  
 Muller v Borthwick, Wark, & Co act for trial

## QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1892

SPECIAL PAPER.

For Judgment.

1891.

Set down 29th October Due 3rd November J R Pakeman In re an Arbtr between Knight & The Tabernacle Bldg Soc Special case

1892.

Set down 8th June Due 14th June Robbins, Billing & Co In re an Arbtr between F Kirk and J Randall Special case

OPPOSED MOTIONS.

For Judgment.

Gordon v Bond (Long, clmt) part heard April 13, before the Hon Mr Justice A L Smith and the Hon Mr Justice Wright (S O to give time for Off Rec to formulate claim)

Same v Same (Long & anr, Off Rec, clmts) part heard April 13, before the Hon Mr Justice A L Smith and the Hon Mr Justice Wright (S O to give time for Official Receiver to formulate claim)

Blake v Prior part heard April 13, before the Hon Mr Justice A L Smith and the Hon Mr Justice Wright (S O until after discovery on both sides)

In re a Solicitor, Expte Incorporated Law Soc (S O for further report)

James & anr v Jurado (S O June 21)

Attorney-Gen v Logan (S O until after trial of issue)

Fruhauf v Grosvenor (S O for security)

Merzbach v Atterton

Crozat v Brogden

Nash v Warner

Willis & Co v Baddeley

The Pahang Kabang, ld v Jackson

Broughton v Webster & ors

Garrett v City of London Contract Corp

Lilley v Roney & Wife

The United Marine Insee Companies of Scandinavia v The Associated

Assee Companies, ld

Gurney v Nayler & anr

In re Wild & Wild, Solrs Expte Wild & anr

The London Assee Corp v Williams

Easton & Co v The Nar Valley Drainage Comms

In re an Arbitration between Hall Brothers and Palmer's Shipbuilding & Co

Henderson v Baird and ors

Willis v Wells

In re a Solicitor, Expte Incorporated Law Soc

In re a Solicitor, Expte Incorporated Law Soc

Chaffers v Peel

In re an Arbitration between Prebble & Robinson and anr

Jones v Griffith & anr

Newton & anr v Gt Northern Ry Co

Great Mountain Collieries Co ld & ors v Harris & Co

Taylor & anr v Hoster

Shrimpton v Post & anr

Mitford v Thompson

Marcato v Berens

Manley v Wanzer & Co ld

Fairtlough v Wortham

Stogden v General Public Works & Assets Co ld

CROWN PAPER.

For Judgment.

Lancashire Freer v Murray & ors Quarter Sessions Respondent's nisi to quash (heard, 27 & 28 April—coram Pollock, B, and V Williams, J)

For Argument.

Dorsetshire, Blandford Farquharson v Morgan County Court Applt's app

Essex Bradley & anr v Rose Magistrate's case

Essex The Queen v E N Burton, Esq & ors, Jj for county of Essex (expte Bradley) Nisi for certiorari for conviction

Same The Queen v Same (expte Hyde) Nisi for certiorari for conviction Somersetshire, Taunton G W Ry Co v Sharman County Court dft's app

Met Pol Dist London County Council v School Board for London Magistrate's case

Same Same v Same Magistrate's case

Lancashire, Manchester Buckley & anr v Bradbury & ors County Court Plaintiffs' app

Cheshire The Queen v Wallasey Embankment Comms (expte Widdington & ors) Nisi for mandamus

Middlesex The Queen v Tidy (expte Parsons) Nisi for quo warranto

Middlesex, Whitechapel Levey v Wellstead County Court Dft's appeal Nottinghamshire, Retford Smith v Smith County Court Pltff's appeal

London Levy v Botolph & Nicholson's Wharves Co & ors Mayor's Court Botolph & Nicholson's Wharves Co's appeal

London Edwards v St Olave's Union, London Quarter Sessions Special Case (Valuation Metropolis Act, 1869, 32 & 33 Viet, c 67, s 40)

(To be continued.)

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

DUNNE.—June 10, at Calcutta, the wife of Arthur M. Dunne, barrister-at-law, of a son.  
 HARDIE.—June 12, at Mostyn House, Hendon, the wife of Alfred Hardie, M.A., LL.B., barrister-at-law, of a son.  
 MORRIS.—June 14, at 79, Elm-park-gardens, S.W., the wife of Percy Copeland Morris, barrister-at-law, of a daughter.  
 VEALE.—June 9, at Charlsholme, Durdham-park, Bristol, the wife of H. George Veale, solicitor, of a son.

## MARRIAGE.

CLOWES—GRATTON.—June 8, at St. Barnabas, Addison-road, John Ellis Laird Clowes, third son of William Clowes, registrar in Chancery, to Beatrice Mary, only child of the late John Sterland Gratton, of Timberfield, Stretton, Derby.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertakes the Ventilation of Offices, &c.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 10.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BUCKINGHAM & ADAMS, LIMITED.—Creditors are required, on or before July 22, to send their names and addresses, and the particulars of their debts or claims, to Alfred Lister Blom, 28, King st, Cheap-side. Foss & Ledam, Abchurch lane, solors for liquidator.  
 NEW ORIENTAL BANK CORPORATION, LIMITED.—Petra for winding up, presented June 9, directed to be heard on June 20. Hollams & Co, Mining lane, solors for peters.  
 Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 24.

TYNE COAL CO., LIMITED.—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas Harrison, Newcastle upon Tyne. Clayton & Gibson, Newcastle upon Tyne, solors for liquidator.

## FRIENDLY SOCIETIES DISSOLVED.

FARMERS' FRIENDLY BENEFIT SOCIETY, Bell Inn, Glangwyrcey, Crickhowell, Brecon. June 8.  
 INVINCIBLE LODGE, Loyal United Free Mechanics' Society, Black Bull Inn, Mill st, Padham, Burnley, Lancaster. June 7.

London Gazette.—TUESDAY, JUNE 14.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALFRISTON DAIRY CO., LIMITED.—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts and claims, to Francis William Pixley, 58, Coleman st.

GREAT WORK MINES SYNDICATE, LIMITED.—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to Gérard van de Lande, 50, Gracechurch st. Patersons & Co, Lincoln's inn fields, solors for liquidator.

MOONWEARHOUSE FLOUR MILL CO., LIMITED.—Creditors are required, on or before July 6, to send their names and addresses, and the particulars of their debts or claims, to Thomas Myres Purday, 2, Exchange place, Middlesborough on Tees.

SNYDER DYNAMITE PROJECTILE CO., LIMITED.—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts and claims, to Francis William Pixley, 58, Coleman st.

VIADUCT PUBLISHING CO., LIMITED.—Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Hambley, 15, Holborn Viaduct. Proudfoot & Chaplin, John st, Bedford row, solors for liquidator.

## FRIENDLY SOCIETIES DISSOLVED.

LEXDEN BURIAL SOCIETY, Sun Inn, Lexden, Colchester, Essex. June 11.  
 METROPOLITAN PROMOTERS OF CHARITY SOCIETY, Swan Tavern, Swan st, Mansell st. June 10.

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MAY 27.

MOORE, GEORGE, De Keyser's Hotel, Blackfriars, Stockbroker. June 30. Butts v Moore, Kewich, J. Batchelor, Walbrook.

TODD, WILLIAM, Canterbury, Licensed Victualler. June 29. Todd v Todd, Chitty, J. Plummer, Canterbury.

VIENER, ADOLPHUS MORITZ, Blackpool. June 18. Smith v Viener, Registrar, Preston. Ascroft, Blackpool.

London Gazette.—TUESDAY, MAY 31.

BRIKLEY, GEORGE, Oldham, Cashier. July 1. Ascroft v Heywood, Registrar, Manchester District. Ascroft, Oldham.

BROOKS, WILLIAM REGINALD, Villiers st, Strand, Gent. June 20. Stafford v Brooks, Kewich, J. Paxton, Falmouth's inn.

HALL, THOMAS CAVE, Deal, Solicitor. June 30. Osborne v Hall, Chitty, J. Veley, Chelmsford.

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 3.

ARUNDEL, SAMUEL DEAN, Penn st, Hoxton, Fancy Box Manufacturer. July 30. Ford & Co, Bloomsbury.

BABER, ELIZABETH, Drunfield, co Derby. July 11. Clegg & Sons, Sheffield.

BARLOW, RICHARD, Eccles, Lancs, Builder. July 2. Minor, Manchester.

BARTLETT, WILLIAM, Limerston st, Chelsea, Gent. June 20. Crosse & Sons, Lancaster pl, Strand.

BAYLIES, MARY, Harborne, Staffs. July 11. Lane & Clutterbuck, Birmingham.

BENHAM, HENRY, Epsom, Surrey, Road Foreman. July 11. Miller & Co, Salters' Hall st and Epsom.

BIGGS, JAMES, Thurlow place, South Kensington, Paymaster in Royal Navy. July 14. Mason, Eldon st, Finsbury.

BROWN, GEORGE WILLIAM, Devonshire st, Portland place. July 4. Walls & Co, Queen Victoria st.

BUCKLE, WILLIAM, Cheltenham, Esq. July 4. Ticehurst & Sons, Cheltenham.

BURBIDGE, SAMUEL, Silverton, co Northampton, Grocer. June 20. Morgan, Northampton.

BURROW, AGNES ELIZA, Addison rd, Kensington. July 14. Williams & Spriggs, Queen Victoria st.  
 CAWTE, HENRY, Southsea, Gent. July 25. Blake & Co, Portsmouth.  
 CLARE, RICHARD, Ruloe Formby, nr Liverpool. Shipowner's Manager. July 20. Hill & Co, Liverpool.  
 COX, JOHN, Emporia, Lyon County, Kansas, U.S.A. July 14. Plummer & Parry, Bristol.  
 DAWSON, FANNY LUCY, High st, Whitechapel, Confectioner. Aug 1. Boydell, jr, South sq, Gray's inn.  
 DERRITT, EMILY, Penarth, Glam. July 20. Coe, Cardiff.  
 DOWNING, ANTHONY, Wednesfield, Staffs, Farmer. June 30. Duignan & Elliott, Walsall.  
 DOWNING, ALFRED, Vincent sq, Westminster, Gent. July 1. Parry & Gibson, Clement's inn, Strand.  
 EASTON, ELIZABETH, Maindee, Newport, Mon. Aug 21. Chesterman, Bath.  
 ENGLISH, THOMAS, Leeds, Commercial Traveller. June 7. Rhodes, Leeds.  
 ENTWISLE, TOM, Bury, Surveyor. July 4. Balshaw & Hodgkinson, Bolton.  
 FISHER, EDEN, Maitland pl, Clapton, Gent. July 11. Stones & Co, Finsbury cir.  
 FORDER, MARY LONDON, Gt Yarmouth, Furniture Broker. June 30. Wiltshire & Son, Gt Yarmouth.  
 GLADDERS, HENRY, Redcar, Yorks, Yeoman. June 18. Meek, Middlesborough.  
 GODDARD, THOMAS, Iwer, Bucks, Farmer. July 9. Rowland & Hutchinson, Croydon.  
 HAWORTH, SARAH, Todmorden, Yorks. Aug 15. Sager, Todmorden.  
 HERRLICH, JOSEPH, Connaught sq, Hyde pk, Merchant. July 13. Hollams & Co, Mining lane.  
 JENNINGS, WILLIAM FREDERICK, Highworth, Wilts, Gent. July 1. Elwell, Highworth.  
 KENT, GEORGE, Great Wilbraham, Cambs, Gent. July 6. A H & A Ruston, Newmarket.  
 KING, THOMAS KEMP, Welby, Lincs, Farmer. July 9. White & Son, Grantham.  
 LYNTHOGE, JANE, Preston. August 7. Edleston & Sons, Preston.  
 MANNING, GEORGE, Taunton, Gent. June 30. J & S P Pope, Exeter.  
 MAYNARD, HARRIET, Croydon, Surrey. July 9. Rowland & Hutchinson, Croydon.  
 MERCER, MARGARET, Rishton, Lancs. June 30. Little, Rishton.  
 MORRIS, ARTHUR JEFFERY, Bristol, Wine Merchant. July 31. Press & Inskip, Bristol.  
 MURSEN, ISABELLA, Botanic rd, Liverpool. July 5. Grace & Smith, Liverpool.  
 PARKER, ELEANOR MARY, Wyke Regis, Dorset. July 12. Andrews & Co, Weymouth.  
 PEAK, JOHN, Newtown, Wigan, Chemical Manufacturer. July 15. Mayhew & Co, Southport.  
 PENKETT, AGNES, Ilkley, Yorks. July 16. Davies & Co, Warrington.  
 PYCROFT, SIR THOMAS, K.C.S.I., Cleveland gdns, Hyde Park. July 20. J T & G F Marshall, Theobald's rd, Gray's inn.  
 SAUNDERS, ANN, Streatcham Hill. July 1. Crosse & Sons, Lancaster pl, Strand.  
 SHAKESHAF, JAMES, Wiltshire, Lancs, Gent. June 18. L & W Wilkinson, Blackburn.  
 SIMPSON, THOMAS, Bolton, Licensed Victualler. July 1. Holden & Holden, Bolton.  
 SKEAD, JOSEPH, Beckermot, Cambrid, Farmer. June 29. Milburn, Workington.  
 SLATER, WILLIAM, Salford, Railway Plate Layer. June 23. Bowden & Walker, Manchester.  
 SMITH, WILLIAM FREDERIC, Old bldgs, Lincoln's inn, Esq, Barrister at Law. July 1. Pickett & Mytton, King's Bench walk, Temple.  
 STANSBURY, JOHN ADOLPHUS, Benefield, co Northampton, Clerk in Holy Orders. Ju Stansbury, Chancery lane.  
 STEER, JOSEPH, Chingford, Essex, Congregational Minister. July 13. Charlton, St Swithin's lane.  
 TURNLEY, CAROLINE MARION, Bedford. June 20. Shattman & Trethewy, Bedford.  
 WILSON, JOHN, Leake, Lincs, Plumber. July 20. Millington & Simpson, Boston.  
 WINTER, SAMUEL, Brentwood, Essex, Builder. July 14. E F & H London, New Broad st.  
 WISTLE, CAROLINE JANE, Scarborough. July 12. Fowler & Co, Clement's lane.

London Gazette.—TUESDAY, JUNE 7.

ADAMS, MARY HENRIETTA, Westbourne park, Paddington. Aug 15. Simpson & Cullingford, Gracechurch st.  
 ALLOTT, JOSEPH JAMES, Lincoln, Merchant. July 18. Andrew & Trotter, Lincoln.  
 BARNES, JOHN, Gt Bedwayn, Wilts. June 30. Dixon, Pewsey.  
 BARRETT, THOMAS HUNTLEY, Portan rd, Tulsa Hill, Licensed Victualler. July 15. Kileby, College hill, Cannon st.  
 BERRY, HENRY, Mortlake, Surrey, Gardener. July 8. Anderson & Sons, Ironmonger lane.  
 BOND, ROBERT, Kingston upon Hull, Glass Merchant. June 9. A M Jackson & Co, Hull; and Williamson, Hull.  
 BOUGHTON, JOHN, Hebden Bridge, Yorks, Shoemaker. July 6. Shaw, Hebden Bridge.  
 BOUYERIE, HON CHRISTOPHER PLEYDELL, Wellington Club, Grosvenor place. June 30. Dixon, Pewsey, Wilts.  
 BOYMAN, SARAH HARRIETT, West sq, Lambeth. July 16. Whitworth, Manchester.  
 CAVE, CHARLES, New Barnet, Herts, Builder. July 30. Boyes, Barnet.  
 COOK, GEORGE GRIFFIN, Stainesby rd, Limehouse, Gent. June 30. Marsh & Turner, Fenchurch st, and Poplar.  
 COX, GEORGE STEPHEN, Leeds, Ironmonger. July 7. Ford & Warton, Leeds.  
 DAVIES, CHARLES JOLLAND, Weston st, Bermansley, Emery Manufacturer. July 14. Wellbome & Son, Duke st, Southwark.  
 EVANS, ANN MARIA, Bedford st, South Liverpool. June 30. Waring & Co, Liverpool.  
 GRAY, SOPHIA, Clifton, Bristol. July 15. Clarke & Sons, Bristol.  
 GRIFFITHS, DAVID, Cardigan, Saddler. July 1. Jenkins & Evans, Cardigan.  
 HUNT, GEORGE EDEN, Oundle, co Northampton, Esq. July 4. F J & G J Braikembridge, Bartlett's bldgs, Holborn cir.  
 HAMILTON, THOMAS, Masham, Yorks, Gent. June 21. Jefferson & Son, Northallerton.  
 HARRIS, THOMAS LAMFORD, Selhurst rd, South Norwood, Gent. July 9. Wansey & Co, Moorgate st.  
 HEND, HANNAH, Hastings. June 30. Temple & Philpin, Kingston, Herefordshire.  
 HENSON, ELIZABETH, Old Cleve, Somerset. June 15. Ponsford & Co, Bardon, nr Taunton.  
 JERVIS, WILLIAM, Sheffield, Chemist. July 30. Rogers & Co, Sheffield.  
 KIRKBY, WILLIAM, Shipley, Yorks, Bank Manager. July 5. Morgan & Morgan, Bradford and Shipley.  
 MACQUEEN, JOHN POTTER, Westgate on Sea, Kent, Gent. July 1. Fearon, Parliament st.  
 MINNEY, HENRY, Great Staughton, Hunts, Farmer. July 1. Wade-Gery, St Neots.  
 MOODY, JOHN, Derby, Solicitor. July 1. Moody & Woolley, Derby.  
 PICKERING, WILLIAM, Pulford, co Chester, Farmer. July 1. Barker & Rogerson, Chester.  
 POWELL, LOUISA, Harcourt ter, Kensington. July 19. Budd & Co, Austinfriars.  
 ROYLE, MARGARET, Southport. June 24. Buck & Co, Southport.  
 RUST, CHARLES GOLDSMITH, Kingston upon Hull, Gent. July 12. Travis-Cook, Hull.



June 18, 1892.

## THE SOLICITORS' JOURNAL.

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BURT, HELEN MARY, Kingston upon Hull July 12 Travis-Cook, Hull  
 BAGAR, JOHN WILLIAM, Heaton Moor, Lanes, Fruit Preserver July 30 Horner & Son, Manchester  
 SMALES, GEORGE, GOWDALL, Snaith, Yorks, Farmer July 11 Taylor & Newborn, Epworth, Doncaster  
 SMITH, WILLIAM HENRY, Sheffield, Horn Presser July 25 Rodgers & Co, Sheffield  
 SUMMERS, ROBERT, TAMWORTH, co Warwick July 23 Cattell, Birmingham  
 TARBING, CHARLES, Goswell rd, St Luke's, Clothier July 21 Sheffield & Co, St Swithin's Lane  
 TAYLOR, JAMES, Rochdale, Innkeeper July 11 Calvert, Rochdale  
 TAYLOR, MATTHEW ALBERT, Rotherham, retired Licensed Victualler July 11 Oxley & Coward, Rotherham and Sheffield  
 TAYLOR, WILLIAM, Tuffnell pk rd, Holloway, Gent Aug 3 Tilsard, Lombard st  
 WALKER, WILLIAM, Stibbington st, Oakley sq Aug 12 Bore, Rope-maker st, Finsbury pavement  
 WARWICK, MARY ANN, York Aug 1 Crumby, York  
 WELLS, WARRICK WALTER, Cheltenham, Esq July 5 Danger & Cartwright, Bristol  
 WILKINSON, URSULA JOSEPHINE, Whitkirk, Yorks July 22 Nelson & Co, Leeds  
 WILLIAMS, THOMAS, Croydon, Surrey; Stonemason July 13 Streeter, Croydon  
 WILLIAMS, CHARLES DONE, Cuddington, co Chester, Farmer July 14 A & J E Fletcher, Northwich  
 WINOFIELD, SIR CHARLES JOHN, KCSI and CB, Portland pl July 15 Bennett & Co, New sq, Lincoln's inn

London Gazette.—Friday, June 10.

AIRRY, WILLIAM HENRY, Southport, Gent July 7 Hopwood, Wigan  
 BAYLEY, ANELIA LACEY, Barkston mans, South Kensington July 22 Phelps & Co, Greenwich st  
 BIRD, WILLIAM, Bernard st, Russell sq, retired Master Mariner July 9 Peacock & Co, Liverpool  
 BROWNJOHN, EMILY, Shirley, Harms Aug 1 Bernard & Co, Stourbridge  
 CHILDS, JULIA, Tretower rd, West Kensington July 10 Childs & Co, Chancery lane  
 COX, ROBERT, Cheyne walk, Chelsea, Esq July 18 Holt, Brighton  
 CROFTON, FANNY BELINA, Oxford terr, Hyde pk July 15 Bowerman, Gray's inn sq  
 ELIS, WILLIAM, Crooksmoor rd, Sheffield July 12 Branson & Son, Sheffield  
 ELWORTHY, MARY ANELIA, Mount Dinham, Exeter July 1 Geare & Mathew, Exeter  
 GOLDSMID, MICHAEL JOSEPH, Birmingham, Jeweller July 20 Raphael, Moorgate st

## BANKRUPTCY NOTICES.

London Gazette.—Friday, June 10.

## RECEIVING ORDERS.

BIRCH, JAMES EDWARD, Roath, Cardiff, Marine Engineer Cardiff Pet June 1 Ord June 1  
 BRIGHT, GEORGE, Burton on Trent, Solicitor Burton on Trent Pet June 1 Ord June 2  
 COOK, ROBERT, Kingston upon Hull, Tinner Kingston upon Hull Pet June 7 Ord June 7  
 COSTELLO, JOHN, late Lansdowne rd, Kensington, Clerk in Courts of Justice, Strand High Court Pet May 19 Ord June 7  
 DALTON, CHARLES BLOMFIELD, Furnival's inn, Solicitor High Court Pet April 1 Ord May 24  
 DEWSON, JEAN BATES, Archdale rd, East Dulwich, Process Server High Court Pet May 11 Ord June 7  
 DORMON, ALEXANDER, Gunter grove, Chelsea, Builder High Court Pet June 7 Ord June 7  
 ELLINGTON, CHARLES TOWNLEY, and WILLIAM THALLON CAIRNS, Manchester, Wholesale Furniture Dealers Manchester Pet June 3 Ord June 3  
 FAIRBAIRNS, THOMAS RICHARD, St Mary axe, Electro Plate Manufacturer High Court Pet June 4 Ord June 4  
 FOX, C, Nottingham, Baker Nottingham Pet May 24 Ord June 4  
 HADDOX, BENJAMIN, Kingswood, Glos, Boot Manufacturer Bristol Pet June 4 Ord June 4  
 HEALEY, JAMES, Birmingham, Boot Dealer Birmingham Pet May 26 Ord June 8  
 HERBERTSWAITE, JOSEPH LOUIS, and JOHN WILLIAM LOCKING, Leeds, Timber Merchants Leeds Pet May 14 Ord June 3  
 HUGHES, H B, Long lane, Aldersgate st High Court Pet May 18 Ord June 3  
 ISMITT, DAVIDSON, Saxilby, Lincs, Saddler Lincoln Pet June 7 Ord June 7  
 LARDON, STANLEY, Cullompton, Devon, Butcher's Assistant Exeter Pet June 8 Ord June 8  
 LAWRENCE, HENRY, Sheffield, nr Brentwood, Essex, Veterinary Surgeon Chelmsford Pet May 16 Ord June 1  
 LAYTON, LOUISA, Broadstairs, Kent, Bicycle Agent Canterbury Pet June 3 Ord June 3  
 MAYLOTT, OWEN, Kidderminster, Designer Kidderminster Pet May 31 Ord June 31  
 MCGINN, JOHN, Preston, Innkeeper Preston Pet June 2 Ord June 2  
 PACKETT, CHARLES, Hastings, Grocer Hastings Pet June 3 Ord June 3  
 PRABE, FRED, Nottingham, Jobmaster Nottingham Pet June 2 Ord June 2  
 REVELEY, JOHN THOMAS, Sherburn, Yorks, Miller Scarborough Pet June 3 Ord June 3  
 ROPEY, ARTHUR, Rawmarsh, Yorks, Grocer Sheffield Pet June 4 Ord June 4  
 SIMS, RICHARD, Lansdowne, Stroud, Glos, Stockbroker Gloucester Pet June 7 Ord June 7  
 SNAILLEY, ENSOCH, Sheepshod, Leics, Farmer Leicester Pet June 3 Ord June 3  
 SMITH, JEMIMA, Birmingham, Beechhouse Keeper Birmingham Pet May 19 Ord June 3  
 STUBBS, THOMAS, Willington rd, Stockwell, Builder High Court Pet June 7 Ord June 7  
 WALL, EDWIN, Little Hinton, Wilts, Farmer Swindon Pet June 4 Ord June 4  
 WELLS, FREDERICK WILLIAM, Blean, Kent, Butcher Canterbury Pet June 4 Ord June 4

WILLIAMS, JAMES, Weston super Mare, Wheelwright Bridgwater Pet May 23 Ord June 4  
 WILLIAMS, WILLIAM, Neath, Glam, China Dealer Neath Pet June 8 Ord June 8  
 WRIGHT, CHARLES, Romford, Essex, Tool Maker Chelmsford Pet June 4 Ord June 4  
 YARBOW, JAMES, North Shields, Builder Newcastle on Tyne Pet June 8 Ord June 8

## FIRST MEETINGS.

BATSON, ARTHUR WELLESLEY, 68 Ringstead Rectory, Norfolk, Clerk in Holy Orders June 18 at 1 Off Rec, 8, King st, Norwich  
 BATTIN, GEORGE, Littlehampton, Sussex, Lodging House Keeper June 17 at 3 Off Rec, 4, Pavilion bldgs, Brighton  
 BURGESS, S, Lee, Kent, Gent June 20 at 12.30 24, Railway app, London Bridge  
 BUSBY, FRANCIS HENRY, Southsea, Pork Butcher June 21 at 4.30 Off Rec, Cambridge June, High st, Portsmouth  
 CADDICK, RICHARD, Wednesday, Iron Merchant June 17 at 3 Off Rec, Wolverhampton  
 COSTELLO, JOHN, late of Lansdowne rd, Kensington, Clerk in Courts of Justice, Strand June 20 at 2.30 Bankruptcy bldgs, Carey st  
 CREIGH, WILLIAM BENJAMIN, Brompton rd, Managing Director of Art Workshops Lim June 17 at 12 Bankruptcy bldgs, Carey st  
 DALTON, CHARLES BLOMFIELD, Furnival's inn, Holborn, Solicitor June 17 at 2.30 Bankruptcy bldgs, Carey st  
 DAVIES, STEPHEN PHILIP, Gillyard, nr Pontypridd, Glam, Boot Maker June 17 at 3 Off Rec, Merthyr Tydfil  
 DURRANT, GEORGE HERBERT, Forest Hill, Kent, Architect June 20 at 11.30 24, Railway app, London Bridge  
 ELLIOTT, ARTHUR, Angmering, Sussex, Grocer June 17 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 EVANS, JAMES, Pontypridd, Glam, Ironmonger June 17 at 12 Off Rec, Merthyr Tydfil  
 GABBETT, NEWSON DUNNELL, Ramsgate, Major on half-pay Royal Artillery June 18 at 11 Bankruptcy bldgs, Carey st  
 GUNN, W E B, Egremont, Cheshire, Clerk in Holy Orders June 29 at 2.30 Off Rec, 35, Victoria st, Liverpool  
 HALL, JOHN, Cefn, Corwen, Merioneth, no occupation June 17 at 12.45 Owen Glyndwr Hotel, Corwen  
 HALL, JOHN, Hilgay, Norfolk, Carpenter June 23 at 10.15 Court house, King's Lynn  
 HALL, JOSEPH, Heathfield, Sussex, Labourer June 20 at 2.30 Spencer & Hother, auctioneers, Mount Pleasant, Tunbridge Wells  
 HANDS, WILLIAM CHARLES, Norwich, Jeweller June 20 at 3 Off Rec, 8, King st, Norwich  
 HARDY, ROBERT JAMES, Stratford Market, West Ham, Potato Salesman June 17 at 11 Bankruptcy bldgs, Carey st  
 HATTON, DANIEL, Oldham, Herbalist June 21 at 11 Off Rec, Bank Chambers, Queen st, Oldham  
 HINES, JAMES, Birmingham, General Dealer in Live Stock June 21 at 11 25, Colmore row, Birmingham  
 HOLLOWAY, HENRY, Rushy, Watford, Gent June 17 at 3 Off Rec, 95, Temple chambers, Temple avenue  
 KICK, GEORGE JOHN, Beckenham, Kent, Builder June 17 at 11.30 24, Railway approach, London Bridge  
 LARDON, STANLEY, Cullompton, Devon, Butcher's Assistant June 22 at 10 Off Rec, 13, Bedford cr, Exeter  
 LAYTON, LOUISA, Broadstairs, Kent, Bicycle Agent June 17 at 9.30 Off Rec, 5, Castle st, Canterbury

GRINDEY, WILLIAM, Milton, Staffs, Yeoman Sept 29 Heaton & Son, Burnlem  
 HALES, WILLIAM GEORGE, Leeds, Glass Painter July 18 Stott, Leeds  
 HARRIS, THOMAS HENRY, Welton, co Northampton, Innkeeper Aug 10 Burton & Wilmoughby, Daventry  
 HIGGS, LOUISA, Clent, Worcs June 24 Hinds, Stourbridge  
 HUTCHINSON, CHARLES, Howden, Yorks, Savings Bank Secretary July 11 Green, Howden  
 KEATS, JAMES, Uak, Mon, Gent Aug 1 Gustain & Waddington, Uak  
 LONGLEY, HERBERT, Crowborough, Sussex, Master Mariner July 11 Greenop & Sons, Geasechurch st  
 MACDONALD, Rt Hon MARIA ANNE, Lady, Chesham pl, Hyde park July 20 Wynne & Son, Lincoln's inn fields  
 MACKESON, WILLIAM WYLLYS, Figtree court, Temple, Esq, QC. July 11 Saffery & Co, Tooley st  
 MORDAN, FRANCIS ALBERT, Dereham, Norfolk, Gent July 31 Mills & Co, Brunswick pl, City rd  
 PELL, General Sir LEWIS, KCB, KCSI, Eaton sq July 20 Wynne & Son, Lincoln's inn fields  
 PHILLIPS, MARY EASTON, Auckland rd, Upper Norwood July 1 T R Thompson, the Cottage, Maidstone rd, Bounds Green, N  
 PITT, JAMES, Tunstall, Staffs, Labourer July 11 Hollingshead, Tunstall  
 POTTER, THOMAS SIDNEY, Southsea, Soap Manufacturer July 16 Becher, Bedford row  
 SCOTT, CHARLES, Everley, Brading, I W, Gent July 18 Richardson & Sadler, Golden sq  
 SINGOLETON, WILLIAM, Sheffield, Cutlery Manufacturer Aug 1 Addy, Sheffield  
 SMITH, EUPHEMIA, Balby, Doncaster July 30 Holdsworth & Payne, Old Sarjeant's inn, Chancery lane  
 SMITH, JOHN HUMSBY, Southampton, Railway Carrier July 16 Hickman & Son, Southampton  
 SYKES, ELIZABETH, Hartgate July 18 Ramsden & Co, Huddersfield  
 TURNOCK, HENRY ROBERT, Egham, Surrey, Tailor Aug 1 Jukes, Egham  
 UTLEY, LUKE, Norton, nr Doncaster, Gent July 14 Newton, Bedford  
 VIALLE, HENRY THOMAS, Bampton, Devon, Esq, formerly Brevet Major in the Army July 30 Poole & Son, Bridgwater  
 WALKER, MARY ANN, Boston July 1 Waite & Co, Boston  
 WATTS, FREDERICK MOSLEY, Barnes, Surrey, Esq July 30 Bannister & Co, John st, Bedford row  
 WEST, Lieutenant GILBERT RICHARD, R N, Ambassador's court, St James's Palace July 11 Spottiswoode, Craven st, Charing Cross  
 WIDCOMBE, CHARLES, Datchet, Bucks, Coal Merchant July 30 Durant, Windsor  
 WOOD, MARY, Bramley, Yorks July 22 Malcolm, Leeds

LEWTHWAITE, WILLIAM JOSEPH, Kendal, Butcher June 15 at 11 Off Rec, 120, Highgate, Kendal  
 PRESTON, GRACE, Barton on Humber, Spinster June 18 at 11 Off Rec, 15, Osborns st, Gt Grimsby  
 PRYCE, THOMAS HARRIS, Bettws y cwynt, Salop, Farmer June 20 at 10 18, Corn sq, Locomotive  
 SHARP, GEORGE, Daventry, Butcher June 20 at 12.15 County Court bldgs, Northampton  
 SLACK, JOHN, Stockport, Corn Factor June 17 at 11.30 Off Rec, County chambers, Market pl, Stockport  
 SNAILLEY, ENSOCH, Sheepshod, Leics, Farmer June 17 at 12.30 Off Rec, 34, Friar lane, Leicester  
 SMITH, ANNIE, Queen's rd, Baywater, Licensed Victualler June 20 at 12 Bankruptcy bldgs, Carey st  
 SPENCER, SYDNEY EDGAR, Finchley rd, Merchant's Clerk June 22 at 12 Bankruptcy bldgs, Carey st  
 STEPMAN, WILLIAM, Tenbury, Worcs, Grocer's Assistant June 20 at 10 18, Corn sq, Locomotive  
 STOCKWELL, WILLIAM, Leeds, Fishmonger June 21 at 11 Off Rec, 22, Park row, Leeds  
 STOKES, FREDERICK, Crystal Palace rd, East Dulwich, Clerk June 20 at 2.30 Bankruptcy bldgs, Carey st  
 VINCENT, JAMES, Fishery, White, Baker June 17 at 12.30 Off Rec, Salisbury  
 WELLSTEED, GEORGE, Stanshaw, Hants, Hire Carter June 21 at 3.30 Off Rec, Cambridge jnctn, High st, Portsmouth  
 WHITTARD, ANNE, Whitchurch, Herefordshire, Grocer June 17 at 11.30 2, Offs at, Hereford  
 WHITTINGHAM, CHRISTOPHER SAMUEL, Daventry, Contractor June 20 at 1 County Court bldgs, Northampton  
 WILCOCKS, WALTER H, Woburn pl, Musical Traveller June 20 at 11 Bankruptcy bldgs, Carey st  
 WINTLE, ALFRED, Paignton, Devon, Fish Merchant June 23 at 11 10, Athenaeum ter, Plymouth  
 WRIGHT, J M, Norfolk st, Strand June 22 at 2.30 Bankruptcy bldgs, Carey st

The following amended notice is substituted for that published in the London Gazette, June 3—  
 RICHARDS, GEORGE, Tibshelf, Derbyshire, Joiner June 10 at 2 Off Rec, St James's chambers, Derby

## ADJUDICATIONS.

BIRCH, JAMES EDWARD, Roath, Cardiff, Marine Engineer Cardiff Pet June 1 Ord June 1  
 BRIGHT, GEORGE, Burton on Trent, Solicitor Burton on Trent Pet June 1 Ord June 2  
 BURGESS, S, Lee, Kent, Gent Greenwich Pet May 2 Ord June 2  
 COOK, ROBERT, Kingston upon Hull, Tinner Kingston upon Hull Pet June 7 Ord June 7  
 DIX, JAMES, Reading, Grocer Reading Pet May 30 Ord June 8  
 DURRANT, GEORGE HERBERT, Forest Hill, Kent, Architect Greenwich Pet Feb 2 Ord June 2  
 GRIFFITHS, WILLIAM LAWRENCE, Wolverhampton, late Grocer Wolverhampton Pet May 11 Ord June 4  
 HARRIS, GEORGE WYATT DOUGLAS, and GEORGE C HARRIS, late Mansion House chambers, Queen Victoria st, Merchants High Court Pet April 25 Ord June 4  
 HULKS, THOMAS, Lees, nr Oldham, out of business Ashton under Lyne and Stalybridge Pet April 12 Ord June 4  
 ISMITT, DAVIDSON, Saxilby, Lincs, Saddler Lincoln Pet June 7 Ord June 7  
 JONES, RUSSELL, New pk rd, Brixton hill, Gent High Court Pet Feb 21 Ord June 7

LARDON, STANLEY, Cullompton, Devon, Butcher's Assistant Exeter Pet June 8 Ord June 8  
 MAYLOTT, OWEN, Kidderminster, Designer Kidderminster Pet May 3 Ord May 31  
 MCGINN, JOHN, Preston, Innkeeper Preston Pet June 2 Ord June 2  
 METCALF, WILLIAM HERBERT, Victoria Dock rd, Butcher High Court Pet April 29 Ord June 3  
 PACKETT, CHARLES, Hastings, Grocer Hastings Pet June 3 Ord June 3  
 PERDUE, HENRY ALFRED, Kingswood, Glos, formerly Haulier Bristol Pet May 26 Ord June 8  
 PERKINS, WILFRED, Lynton, Devon, Builder Barnstaple Pet May 17 Ord June 8  
 REVELLY, JOHN THOMAS, Sherburn, Yorks, Miller Scarborough Pet June 3 Ord June 3  
 ROBINSON, JOHN SHAKESPEARE, York, Vocalist York Pet June 1 Ord June 1  
 ROPER, ARTHUR, Rawmarsh, Yorks, Grocer Sheffield Pet June 4 Ord June 4  
 ROWLANDS, ERNEST BOWEN, King's Bench walk, Temple, Barrister at Law High Court Pet March 30 Ord June 3  
 SAMMONS, JAMES PICKETT, Wilton rd, Pimlico, Trunk Dealer High Court Pet May 26 Ord June 3  
 SIMS, RICHARD, Lansdown, Stroud, Glos, Stock Broker Gloucester Pet June 7 Ord June 7  
 SMALLEY, ENOCH, Sheepheaf, Leics, Farmer Leicester Pet June 2 Ord June 3  
 SMITH, ANNE, Queen's rd, Baywater, Licensed Victualler High Court Pet May 25 Ord June 3  
 SMITH, JEMIMA, Birmingham, Beerhouse Keeper Birmingham Pet May 19 Ord June 7  
 STOKES, FREDERICK, Crystal Palace rd, East Dulwich, Clerk High Court Pet May 30 Ord June 3  
 STUBBS, THOMAS, Willington rd, Stockwell, Builder High Court Pet June 7 Ord June 7  
 WALL, EDWIN, Little Hinton, Wilts, Farmer Swindon Pet June 4 Ord June 4  
 WARD, MARY, Cheniston grdns, Marloes rd, Kensington, Widow High Court Pet May 13 Ord June 4  
 WELLS, FREDERICK WILLIAM, Blean, Kent, Butcher Canterbury Pet June 4 Ord June 4  
 WHITFORD, ANNE, Whitechurch, Herefordshire, Grocer Hereford Pet May 6 Ord June 8  
 WILLIAMS, WILLIAM, North, Glam, China Dealer Neath Pet June 8 Ord June 8  
 WINTLE, ALFRED, Exington, Devon, Fish Merchant East Stonehouse Pet May 13 Ord June 4  
 WRIGHT, CHARLES, Romford, Essex, Tool Maker Chelmsford Pet June 4 Ord June 8  
 YARROW, JAMES, North Shields, Builder Newcastle on Tyne Pet June 8 Ord June 8

London Gazette—Tuesday, June 14.

#### RECEIVING ORDERS.

ALEXANDER, MARY HART, Torquay, no occupation Exeter Pet Apr 23 Ord June 9  
 BILLINGHAM, JESSE, and ISAAC JESSE ATTWOOD BILLINGHAM, Cradley Heath, Staffs, Chain Manufacturers Dudley Pet June 8 Ord June 8  
 BOCCOCK, JAMES, Lavenham, Suffolk, Grocer Colchester Pet June 11 Ord June 11  
 BRAY, CHARLES WALTER, Redruth, Cornwall, House Decorator Truro Pet June 11 Ord June 11  
 CLEGG, WALTER, Pudsey, Calverley, Yorks, Hosier Bradford Pet June 9 Ord June 9  
 CLINE, AARON, Cardiff, Furniture Dealer Merthyr Tydfil Pet June 8 Ord June 8  
 COMER, FRANK, Hereford sq, South Kensington, Dentist High Court Pet June 8 Ord June 9  
 COTTRELL, GEORGE, Sotwell, nr Wallingford, Berks, Builder Oxford Pet May 24 Ord June 9  
 COURTNEY, GEORGE HENRY WILLIAM, the Grove, Stratford, Dining Rooms Keeper High Court Pet June 11 Ord June 11  
 DEAN, FREDERICK WILLIAM, High st, Peckham, Draper's Manager High Court Pet June 8 Ord June 8  
 DELEY, JOSEPH ATTWOOD, Stourbridge, Worcs, Innkeeper Stourbridge Pet June 8 Ord June 11  
 DICKINSON, MARTIN B, Earl's ct rd, West Kensington, Builder High Court Pet May 20 Ord June 10  
 DUCK, RICHARD JOHN, Lime st sq, Corn Factor High Court Pet May 24 Ord June 10  
 DRAPER, HENRY POTTER, Parker's row, Bermondsey, Cheesemonger High Court Pet June 9 Ord June 9  
 EYTON, ADAM, Whitford, Flint, Gent Chester Pet June 11 Ord June 11  
 GAMBER, JAMES WILLIAM, Southsea, Gent Portsmouth Pet June 10 Ord June 10  
 GREEN, W PAGE, Southampton row, Gent High Court Pet May 24 Ord June 9  
 HEALY, AUGUSTINE, Waterloo rd, Musical Agent High Court Pet June 9 Ord June 9  
 HEPP, ISRAEL, Barry Dock, nr Cardiff, Glass Dealer Cardiff Pet April 22 Ord June 7  
 HULME, MAURICE, Tilsone Fearnall, Cheshire, Farmer Nantwich and Crewe Pet May 30 Ord June 8  
 JOHNSON, EDWARD NORMAN, Hungerton, Leics, Grazier Leicester Pet June 11 Ord June 11  
 JONES, THOMAS WILLIAMSON, Chester, Stationer Chester Pet June 9 Ord June 9  
 KENNETT, JOHN THOMAS, High st, Peckham, Watchmaker High Court Pet June 9 Ord June 10  
 LARGE, LESLIE, New Cross, Kent, retired Warehouseman Greenwich Pet June 8 Ord June 8  
 MATTHEWS, RICHARD DUNSTAN, Ellacombe, Torquay, Commission Agent Exeter Pet June 9 Ord June 9  
 MOSES, CHRISTOPHER, North Ormsby, Middleborough, Architect Middleborough Pet May 23 Ord June 8  
 NAYLOR, PIER, and GEORGE, Fenchurch avenue, General Merchants High Court Pet April 30 Ord June 11  
 OSBORNE, HARRY JOHN, East Grinstead, Sussex, Contractor Aberdare Pet May 21 Ord June 9  
 POSTER, EDWARD, Swansea, Crane Driver Swansea Pet June 8 Ord June 8  
 PREECE, THOMAS, Wordsley, Staffs, Carpenter Stourbridge Pet June 1 Ord June 2

PULLING, EDWARD, Achilles rd, West Hampstead, Builder High Court Pet May 26 Ord June 8  
 ROWLAND, WILLIAM, Uttoxeter, Staffs, Baker Burton on Trent Pet June 11 Ord June 11  
 ROYALL, ALFRED JOHN, and THOMAS JOHN ROYALL, Cambridge, Plasterers Cambridge Pet June 9 Ord June 9  
 SAUL, FREDERICK GEORGE, Leicester, Commercial Traveller Leicester Pet June 9 Ord June 9  
 SCOTT, DAME MARIA ELIZABETH, Albert gate, Kensington, Widow High Court Pet April 14 Ord June 9  
 SCOURFIELD, WILLIAM, Templeton, Narberth, Pems, Butcher Pembroke Dock Pet June 9 Ord June 9  
 SHARMAN, ALBERT CHARLES, Newington causeway, Mantle Dealer High Court Pet May 19 Ord June 9  
 SMITH, SAMUEL, Headingley, Leeds, Architect Leeds Pet June 10 Ord June 10  
 SNOWDEN, THOMAS WILLIAM, late of Newcastle on Tyne, Dairyman Newcastle on Tyne Pet June 1 Ord June 10  
 THOMAS, HENRY, Troedyrhiw, Glam, Grocer Merthyr Tydfil Pet June 11 Ord June 11  
 TYLER, WILLIAM, Loughborough, Butcher Leicester Pet June 10 Ord June 10  
 WARD, JOHN, late of Cogan, nr Cardiff, Grocer Cardiff Pet Apr 28 Ord June 8  
 WARING, TOM, Warwick, Brush Manufacturer Warwick Pet June 9 Ord June 9  
 WHITTINGHAM, WILLIAM, Bradford, Upholsterer Bradford Pet June 4 Ord June 4  
 WOOD, ROBERT, Liverpool, Publican Liverpool Pet May 18 Ord June 8  
 WOODHOUSE, A L A, Philpot lane High Court Pet May 24 Ord June 9

The following amended notice is substituted for that published in the London Gazette, May 27:—

EYES, EDWARD WILLIAM, Liverpool, Hotel Keeper Liverpool Pet Apr 26 Ord May 24

The following amended notice is substituted for that published in the London Gazette, June 10:—

STADDOON, BENJAMIN, Kingswood, Glos, Boot Manufacturer Bristol Pet June 4 Ord June 4

#### FIRST MEETINGS.

BITHELL, WILLIAM, Borthyn, Ruthin, Denbighshire, Grocer June 23 at 12 Crypt chmbrs, Chester  
 BRIGHT, GEORGE, Burton on Trent, Solicitor June 21 at 12.30 Midland Hotel, Station st, Burton on Trent  
 BROOK, ARTHUR ALEXANDER, CYRUS BARKER BROOK, and EDGAR DRIGHTON BROOK, Bradford, Stuff Manufacturers June 27 at 11 Off Rec, 31, Manor row, Bradford  
 BROWN, THOMAS, South Shields, Plumber June 22 at 12 Off Rec, Pink lane, Newcastle on Tyne  
 BUCKINGHAM, FREDERICK SAMUEL, Newcastle on Tyne, Engineer June 22 at 12.30 Off Rec, Pink lane, Newcastle on Tyne  
 CLEGG, WALTER, Pudsey, Calverley, Yorks, Hosier June 22 at 11.30 Off Rec, 31, Manor row, Bradford  
 COLE, FRANK, St. Leonards sq, South Kensington, Dentist June 23 at 12 Bankruptcy bldgs, Carey st  
 COOK, ROBERT, Kingston upon Hull, Tinner June 22 at 11 Off Rec, Trinity House lane, Hull  
 DANIEL, MICHAEL, late of Astwood Bank, Worcs, Innkeeper June 23 at 11 25, Colmore row, Birmingham  
 EYES, EDWARD WILLIAM, Liverpool, Hotel Keeper June 24 at 2.30 Off Rec, 35, Victoria st, Liverpool  
 FOX, C, Nottingham, Baker June 22 at 12 Off Rec, St Peter's Church walk, Nottingham  
 GAMBER, JAMES WILLIAM, Southsea, Gent June 29 at 3 Off Rec, Cambridge June, High st, Portsmouth  
 GOWANLOCK, ROBERT, Foulton le Fyde, formerly Joiner June 21 at 3 Off Rec, 14, Chapel st, Preston  
 GUTTERIDGE, THOMAS, and FREDERICK SCOTT, Swansea, Tinsmiths, nr Nees, Glam, Colliery Proprietors June 23 at 2.30 Off Rec, 31, Alexandra rd, Swansea  
 HANCOX, WILLIAM, Aston, Warwickshire, Builder June 24 at 11 25, Colmore row, Birmingham  
 HOWELLS, JAMES, Swansea, Brick Manufacturer June 23 at 2 Off Rec, 31, Alexandra rd, Swansea  
 ISMITT, DAVIDSON, Saxilby, Lincs, Saddler June 23 at 12.15 Off Rec, 31, Silver st, Lincoln  
 KENNETT, JOHN THOMAS, High st, Peckham, Watchmaker June 23 at 11 Bankruptcy bldgs, Carey st  
 MATTHEWS, RICHARD DUNSTAN, Ellacombe, Torquay, Commission Agent June 23 at 11 Off Rec, 13, Bedford circus, Exeter  
 McMURRAY, ALFRED JAMES, Pontypridd, Glam, Postmaster June 21 at 12 Off Rec, Merthyr Tydfil  
 PACKETT, CHARLES, Hastings, Grocer June 27 at 12.30 Young & Son, Bank bldgs, Hastings  
 PEARCE, FRED, Nottingham, Jobmaster June 21 at 11 Off Rec, St Peter's Church walk, Nottingham  
 PERKINS, WILFRED, Lynton, Devon, Builder June 21 at Off Rec, 56, Hammett st, Taunton  
 PETERS, LESTER GRAY, Gillingay, Cambs, Builder June 21 at 11.30 Off Rec, Bedford  
 PIOTT, CHARLES BOROMEO, Birmingham, Boot Dealer June 23 at 11 25, Colmore row, Birmingham  
 PULLING, EDWARD, Achilles rd, West Hampstead, Builder June 22 at 2.30 Bankruptcy bldgs, Carey st  
 RANSHAW, DAVID, Hameringham, Lincs, Farmer June 23 at 12 Off Rec, 31, Silver st, Lincoln  
 REEA, JOHN ALBERT, Neath, Glam, Coach Builder June 21 at 11.45 Castle Hotel, Neath  
 ROYALL, ALFRED JOHN, and THOMAS JOHN ROYALL, Cambridge, Plasterers June 27 at 12 Off Rec, 5, Petty Cury, Cambridge  
 SAUL, FREDERICK GEORGE, Leicester, Commercial Traveller June 21 at 12.30 Off Rec, 34, Friar lane, Leicester  
 SHARMAN, ALBERT CHARLES, Newington causeway, Mantle Dealer June 23 at 2.30 Bankruptcy bldgs, Carey st  
 SQUIRE, HARRY, Higgleswade, Beds, Slaughterman June 21 at 11 Off Rec, Bedford  
 STEEL, LOUISE FRANCES, Leeds, Boot Manufacturer June 23 at 11 Off Rec, 22, Park row, Leeds

TAYLOR, WILLIAM CRADDOCK, Nottingham, Travelling Draper's Assistant June 22 at 11 Off Rec, St. Peter's Church walk, Nottingham  
 TYLER, WILLIAM, Loughborough, late Butcher June 22 at 12.30 Off Rec, 34, Friar lane, Leicester  
 WARD, MARY, Cheniston grdns, Marloes rd, Kensington, Widow June 23 at 11 Bankruptcy bldgs, Carey st  
 WEATHERITT, LUKE, Newcastle on Tyne, Innkeeper June 22 at 11.30 Off Rec, Pink lane, Newcastle on Tyne  
 WELLS, FREDERICK WILLIAM, Blean, Kent, Butcher July 1 at 10 Off Rec, 5, Castle st, Canterbury  
 WHITTINGHAM, WILLIAM, Bradford, Upholsterer June 22 at 11 Off Rec, 31, Manor row, Bradford  
 WHITTY, HENRY, Manby grove, Stratford, Builder June 22 at 11 Bankruptcy bldgs, Carey st  
 WRIGHT, CHARLES, Romford, Essex, Tool Maker June 22 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

#### ADJUDICATIONS.

ALDIS, OSBORNE, Clifton, Glos, Gent Bristol Pet May 17 Ord June 9  
 BARRY, JAMES GUTTERIDGE, Chilton, Bucks, Farmer Aylesbury Pet May 4 Ord June 9  
 BOCCOCK, JAMES, Lavenham, Suffolk, Grocer Colchester Pet June 11 Ord June 11  
 BOGGIANO, PETER, Liverpool, Tobacco Dealer Liverpool Pet June 14 Ord June 11  
 BOWMAN, CHARLES SAMUEL, London rd, Croydon, Pawnbroker High Court Pet May 30 Ord June 9  
 BRAY, CHARLES WALTER, Redruth, Cornwall, House Decorator Truro Pet June 11 Ord June 11  
 BROWN, BENJAMIN STEPHEN, King's Walden, Herts, Farmer Luton Pet May 16 Ord June 9  
 BURMAN, JOSEPH BALE, New inn yd, Shoreditch, Upholsterer's Warehouseman High Court Pet May 5 Ord June 9  
 CADDICK, RICHARD, Wednesbury, Iron Merchant Walsall Pet May 27 Ord June 10  
 CLEGG, WALTER, Pudsey, Calverley, Yorks, Hosier Bradford Pet June 9 Ord June 9  
 CLINE, AARON, Cardiff, Furniture Dealer Merthyr Tydfil Pet June 8 Ord June 8  
 COLLINSON, WILLIAM, Hearn st, Curtain rd, Soap Manufacturer High Court Pet May 7 Ord June 8  
 DETTWILLER, PROSEPER, Villa rd, Brixton, Commission Agent High Court Pet May 9 Ord June 9  
 DORRAN, ALEXANDER, Gunter grove, Chelsea, Builder High Court Pet June 7 Ord June 9  
 DRAKE, HENRY POTTER, Parker's row, Bermondsey, Cheesemonger High Court Pet June 9 Ord June 9  
 EYES, EDWARD WILLIAM, Liverpool, Hotel Keeper Liverpool Pet April 23 Ord June 11  
 FOX, C, Nottingham, Baker Nottingham Pet May 24 Ord June 9  
 GAMBER, JAMES WILLIAM, Southsea, Gent Portsmouth Pet June 10 Ord June 10  
 GEORGE, JAMES, Bristol, Dealer in Fine Arts Bristol Pet May 25 Ord June 10  
 GREEN, JOHN, Hambrook, Winterbourne, Glos, Stone Merchant Bristol Pet June 1 Ord June 9  
 HEALEY, JAMES, Birmingham, Boot Dealer Birmingham Pet May 26 Ord June 11  
 HEALY, AUGUSTINE, Waterloo rd, Musical Agent High Court Pet June 9 Ord June 9  
 HILDER, CHARLES FREDERICK, late Holborn viaduct, Mining Company's Agent High Court Pet Feb 22 Ord June 8  
 HOLLOWAY, HENRY, Bushey, Watford, Gent St Albans Pet April 22 Ord June 10  
 JOHNSON, EDWARD NORMAN, Hungerton, Leics, Grazier Leicester Pet June 11 Ord June 11  
 JONES, THOMAS WILLIAMSON, Chester, Stationer Chester Pet June 9 Ord June 11  
 KEDDLEY, HENRY WILLIAM, and SAMUEL BOYTON THOROGOOD, Arcade, Borough Market, Southwark Salesmen High Court Pet May 26 Ord June 10  
 KENNETT, JOHN THOMAS, High st, Peckham, Watchmaker High Court Pet June 9 Ord June 10  
 LARGE, LESLIE, New Cross, Kent, retired Warehouseman Greenwich Pet June 8 Ord June 8  
 LAWRENCE, HENRY, Shenfield, nr Brentwood, Essex, Veterinary Surgeon Chelmsford Pet May 14 Ord June 9  
 MATTHEWS, RICHARD DUNSTAN, Ellacombe, Torquay, Commission Agent Exeter Pet June 9 Ord June 9  
 PILLEY, WILLIAM, Laura villas, Lea Bridge rd, of no occupation High Court Pet Mar 12 Ord June 8  
 PONTES, EDWARD, Swansea, Crane Driver Swansea Pet June 8 Ord June 8  
 POTTER, HARRY, late of Hastings, Dairyman Hastings Pet May 25 Ord June 4  
 PREECE, THOMAS, residing at Wordsley, Staffs, Carpenter Stourbridge Pet June 1 Ord June 2  
 PRESTON, GRACE, Barton on Humber, Spinster Great Grimby Pet April 8 Ord June 9  
 REES, JOHN ALBERT, Neath, Glam, Coach Builder Neath Pet May 17 Ord June 10  
 ROYALL, ALFRED JOHN, and THOMAS JOHN ROYALL, Cambridge, Plasterers Cambridge Pet June 8 Ord June 11  
 SCOURFIELD, WILLIAM, Templeton, Narberth, Pems, Butcher Pembroke Dock Pet June 8 Ord June 9  
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 THOMAS, HENRY, Troedyrhiw, Glam, Grocer Merthyr Tydfil Pet June 11 Ord June 11  
 WHITTINGHAM, WILLIAM, Bradford, Upholsterer Bradford Pet June 4 Ord June 10



## SALES OF ENSUING WEEK.

June 11.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Freehold Residential Estates (see advertisement, this week, p. 584).  
 June 11.—Messrs. HUMBERT, SON, & FLINT, at the Mart, E.C., at 2 o'clock, Freehold and Copyhold Estates (see advertisement, May 28, p. 6).  
 June 22.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Properties (see advertisement, May 28, p. 4).  
 June 22.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, Freehold Ground-Rents and Freehold Property (see advertisement, May 28, p. 2).  
 June 23.—Messrs. DANIEL WATNEY & SONS, at the Mart, E.C., at 2 o'clock, Freehold Estates and Freehold Build-estate (see advertisement, May 28, p. 4).

June 23.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, Freehold Ground-rents and Freehold Property (see advertisement, May 28, pp. 2 and 3).  
 June 23.—Messrs. PARSONS & SON, at 9, Marine-parade, Brighton, at 3 o'clock, Freehold Residences (see advertisement, this week, p. 584).

June 21.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 584).  
 June 24.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, May 28, p. 5).  
 June 24.—Messrs. FULLER & FULLER, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, this week, p. 583).

June 21.—Messrs. FULLER, HORSEY, SONS, & CARSELL, at the Mart, E.C., at 1 o'clock, Leasehold Residence (see advertisement, this week, p. 583).

Subscription, PAYABLE IN ADVANCE, which includes Indexes, *Trig's*, *Statutes*, *Double Numbers*, and *Postage*, 53s. WEEKLY REPORTER, in wrapper, 53s. SOLICITORS' JOURNAL, 26s. 6d.; *by Post*, 28s. 6d. Volumes bound at the office—cloth, 2s. 9d., half law calf 5s. 6d.

EST. 1848.

## THE GRESHAM LIFE ASSURANCE SOCIETY,

ST. MILDRED'S HOUSE, POULTREY, LONDON, E.C.  
 WEST END BRANCH—2, WATERLOO PLACE, S.W.

ASSETS EXCEED	£4,702,000
TOTAL PAYMENTS UNDER POLICIES	9,972,000
ANNUAL INCOME EXCEEDS	829,000

☛ THERE IS NOTHING DESIRABLE IN LIFE ASSURANCE WHICH THE SOCIETY DOES NOT FURNISH CHEAPLY, INTELLIGIBLY, AND PROFITABLY.

## Policies Indisputable after 5 Years.

Annuities of all kinds granted. Rates fixed on the most favourable terms.

THOMAS G. ACKLAND, F.I.A., F.S.S., Actuary and Manager.  
 JAMES H. SCOTT, Secretary.

## SALES BY AUCTION FOR THE YEAR 1892.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, June 21	Tuesday, July 19	Tuesday, Oct. 4
Thursday, June 23	Tuesday, July 26	Tuesday, Oct. 13
Thursday, June 28	Tuesday, Aug. 2	Tuesday, Nov. 1
Tuesday, July 5	Tuesday, Aug. 9	Tuesday, Nov. 15
Tuesday, July 12	Tuesday, Aug. 16	Tuesday, Dec. 6
	Tuesday, Aug. 23	

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

To be SOLD pursuant to an order of the High Court of Justice, Chancery Division, made in a cause of Bolton v. Bolton, 1873, B. 306, with the approbation of Mr. Justice North, by

**MR. BENTLEY JAMES BRIDGEWATER**, of the Firm of Debenham, Tewson, Farmer, & Bridgewater, the person appointed by the said Judge, at the MART, Tokenhouse-yard, E.C., on THURSDAY, the 30th day of JUNE, 1892, at TWO o'clock in the afternoon, in Seven Lots, the valuable long LEASEHOLD GROUND-RENTS, for 50 years or thereabouts unexpired, amounting altogether to £64 5s. per annum, arising out of and amply secured upon the premises known as Nos. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, and 13, Archer-mews, Archer-street, Kensington, in the county of Middlesex.

Particulars and conditions of sale may be had (gratis) of Messrs. Allen & Edwards, 6, Great Winchester-street, E.C.; of Mr. Wilfrid James Homewood, of 10, Old Jewry-chambers, Old Jewry, E.C.; of Mr. Alexander James Ford, of 26, Great James-street, Bedford-row, W.C.; at the place of sale; and of the Auctioneers, Messrs. Debenham, Tewson, Farmer, & Bridgewater, 80, Cheapside, E.C.

## CITY OF LONDON.

Freehold, in Fish-street-hill, Eastcheap.—A valuable block of unusually well-lighted Office Premises, in a good and improving position, adjoining the Monument Station on the District Railway, and in the midst of the recent important improvements. They have a frontage of 34ft. 6in., cover a ground area of 954 square feet, but extend to 1,160 square feet on the three upper floors. With the exception of two offices on the ground floor, the premises are all let, the total income (including the estimated rental of the small portion in hand) being £465 per annum. Possession of the whole can be obtained in 1897, when by a judicious re-arrangement of the premises, or by the erection of a new building, more adequate to the increased value of the site, the rental could be considerably improved.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** will SELL at the MART, on TUESDAY, JULY 6, at TWO, the above important FREEHOLD PROPERTY.

Particulars of John Attenborough, Esq., Solicitor, 16, Ely-place, Holborn; and of the Auctioneers, 80, Cheapside.

## UPPER GROSVENOR-STREET, HYDE-PARK.

Close to Park-lane.—The well-known and very important Town Residence of the late Coleridge J. Kennard, Esq., for sale, by order of the trustees of the will of the late H. H. Kennard, Esq.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** are instructed to SELL, at the MART, on TUESDAY, JULY 12, at TWO, the long LEASEHOLD modern TOWN RESIDENCE, No. 39, Upper Grosvenor-street, occupying one of the finest positions near Hyde-park, between Grosvenor-square and Park-lane, in the very heart of fashionable London, a most substantially built house, containing every accommodation for a large family, and luxuriously decorated, appointed, and fitted by Messrs. Gillow; the entrance hall, staircase, and reception rooms were finished throughout by that firm with well-designed chimney-pieces and overmantels, paneled dados, bookcases, massive doors and over doors, ceiling cornices, &c., all of the finest walnut, relieved by several large mirrors and by exquisite carvings, all in good taste and of artistic workmanship; the ceilings are deeply moulded, richly decorated and gilded, the walls hung with brocade silk or the most costly old style leather papers, floors of oak parquet, laid solid and true. The whole is now practically as sound and as good as when just finished and is likely so to remain, the work being, in fact, equal to the best ancient examples which have withstood the wear and tear of many centuries. There are 13 or 14 bed rooms, lady's boudoir, wardrobe room, an elegant suite of three drawing rooms, entrance hall, inner hall, a fine staircase, dining room, 36ft. by 17ft., library 20ft. by 17ft., smoking room, and a full set of domestic offices, with servants' staircase from the basement to the second floor. Also very superior stabling, having six stalls, two loose-boxes, coach-house for four carriages, harness-room, loft, and coachman's apartments. The residence is exceptional as regards situation, accommodation, fittings, decorations, and sanitary arrangements, no expense having been spared to make it, as it is, a truly comfortable and elegant family house. It is held direct from the Duke of Westminster on an original lease up to Michaelmas, 1864 (more than 72 years unexpired), at a moderate ground-rent, and will be sold with possession.

Particulars of Messrs. Parker, Garrett, & Parker, Solicitors, St. Michael's Rectory, Cornhill; of Messrs. Loft & Warner, Estate Agents, 130, Mount-street, Grosvenor-square; and of the Auctioneers, 80, Cheapside.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S** LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

## HAVERSTOCK HILL.

Sound Long Leasehold Investment.

**MESSRS. FULLER, HORSEY, SONS, & CARSELL** will SELL, at the MART, Tokenhouse-yard, E.C., on FRIDAY, JUNE 24, at ONE, precisely, long LEASEHOLD RESIDENCE, No. 79, Queen's-crescent, Prince of Wales-road, Haverstock-hill, close to Kentish Town Station, containing three bedrooms, bath room, four reception rooms, surgery, &c. Let on a repairing lease for 7, 14, or 21 years from 1884 at the low rental of £65 per annum. Held for an unexpired term of 56 years at a ground-rent of 2s.

Particulars may be had of Messrs. Troutbeck & Barnes, Solicitors, 11, Victoria-street, Westminster; at the Mart; and of the Auctioneers, 11, Billiter-square, E.C.

## READING.

Freehold, with possession.—Amersham Hall School, Caversham-on-Thames.—A remarkably well-built, conveniently-arranged, and very commodious modern Mansion, of pleasing appearance, containing four handsome reception rooms, five large and lofty class rooms, noble dining hall, 32 well-proportioned bed rooms, kitchens, and ample offices, occupying a magnificent position on the high ground above the village of Caversham, half a mile from the River Thames and 1½ mile from the county town and stations of Reading on the Great Western, South-Eastern, and South-Western Railways, 45 minutes from Fiddington; stabling (four loose boxes), coach-house, farm buildings, capital swimming bath, cottages, gardens, charming grounds, ornamentally timbered park lands, tennis lawns, cricket and football grounds, fine plantation, and picturesque lodge with a southern aspect, a remarkably healthy soil and subsoil, and an area of 20 acres.

**MESSRS. HASLAM & SON** will SELL by AUCTION, at the MART, Tokenhouse-yard, London, on MONDAY, JUNE the 27th, at ONE o'clock punctually, in One or Three Lots, unless previously disposed of privately, the remarkably well-built, admirably-placed, conveniently-arranged, and very commodious modern MANSION, buildings, gardens, and park lands, known as Amersham Hall, Caversham-on-Thames, near Reading, for very many years most successfully occupied as a high-class boys' school, for which purpose, or for a ladies' college, a convalescent home, or a public institution it is admirably suited, and it could readily be adapted for a spacious private residence.

Particulars, views, plans, and conditions of sale may be obtained at the Auction Mart, Tokenhouse-yard, London, E.C.; of Messrs. Waterhouse, Winterbotham, & Harrison, Solicitors, 1, New-court, Lincoln's-inn, London, W.C.; or of Messrs. Haslam & Son, Auctioneers and Surveyors, Friar-street-chambers, Reading.

## SMITHFIELD.

On the borders of the City of London, close to the Central Meat Market.—The valuable Freehold Property, comprising important business premises, house and offices, with covered gateway entrance leading to the commodious warehouses and extensive range of store rooms, stabling, lofty sheds and yard at the rear, together with the old-established fully-licensed public-house known as the Windmill Inn; also the house and shop adjoining, situate Nos. 28, 30, and 32, St. John-street, West Smithfield, the whole covering an area of about 14,351 superficial feet, and let on lease at inadequate rentals amounting to £400 per annum.

**MESSRS. FULLER & FULLER** are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on FRIDAY, JUNE 24, at TWO, in Two Lots, the above sound FREEHOLD INVESTMENTS.

Particulars, &c., of Messrs. Winter & Co., Solicitors, 16, Bedford-row, W.C.; or of the Auctioneers, 70, Queen-street, Cheapside, E.C.

Freehold Ground-rents, £480 per annum.—To Trustees and others.

**MR. T. G. WHARTON** will SELL, at the MART, E.C., on TUESDAY, JUNE 28, at ONE, valuable and well-secured FREEHOLD GROUND-RENTS, with reversion to the rack-rents, arising from 65 shops and private houses, Seven Sisters-road, N. Lots 1 and 2, £34 per annum each. Lot 3, £28; Lot 4, £35; Lot 5, £42; Lot 6, £60. Lot 7, £24; Lot 11, £28; Lot 12, £14.

Particulars of Messrs. Badham & Williams, Solicitors, 3, Salters'-hall-court, E.C.; of Messrs. Church, Rosdell, Todd, & Co., Solicitors, 9, Bedford-row, W.C.; and of the Auctioneer, 1, Basinghall-street, E.C.

(Continued on next page.)

## BRIGHTON.

For Investment and Occupation.

**MESSRS. PARSONS & SON** will **SELL** by AUCTION, at their ESTATE SALE ROOM, 9, Marine-parade, Brighton (facing Aquarium), on **THURSDAY, JUNE 23rd**, at **THREE o'clock** precisely, in Lots,

The following desirable **FREEHOLD RESIDENCES**—

	Rent.	
No. 2, Portland-place .. £55—	Let on Lease.	
No. 3, Portland-place .. £63—	In hand, estimated rental.	
No. 4, Portland-place .. £50—	Let on Lease.	
No. 5, Portland-place .. £57—	Let on Lease.	
No. 6, Portland-place .. £50—	Yearly Tenancy.	
No. 7, Portland-place .. £63—	In hand, estimated rental.	
No. 8, Portland-place .. £50—	Yearly Tenancy.	
No. 9, Portland-place .. £50—	Let on agreement.	
No. 10, Portland-place .. £50—	Let on Lease.	
No. 11, Portland-place .. £70—	Let on Lease.	

Total Rents £578— per annum.

Nos. 8 and 7 being in hand, possession will be given on completion of the purchase. The other houses are all let to capital tenants at above moderate rentals.

The Residences, which contain three reception rooms, seven bedrooms, pantry, housekeeper's room, and ample domestic offices, are situated in the widest thoroughfare (about 60ft.), leading directly from the Marine-parade, of which drive and the sea there is a good view. The situation is particularly healthy and bracing one, and is most convenient, being within a few minutes' walk of Kemp Town Railway Station and Brighton College, also close to the lift for handcars and passengers to Madeira-road, with its marine drive, electric railway, covered and open promenades, subscription reading room, and to the omnibus route to all parts of the town. For investment purposes this compact Freehold Estate offers many advantages to capitalists, whilst the position and other conveniences above named strongly recommend it to intending residents.

Particulars and conditions of sale may be obtained of Messrs. Anderson & Sons, Solicitors, 17, Frommenger-lane, London, E.C., and at the Auctioneers' Offices, 9, Marine-parade, and 124, Western-road, Brighton.

## HAMMERSMITH, PADDINGTON, AND CLACTON-ON-SEA.

In 16 Lots.—Important sale of Freehold and Leasehold Investments, together producing £470 per annum, arising from five Freehold semi-detached Villas, Nos. 12, 14, 16, 22, and 24, Ravenscourt-gardens, Hammersmith, all let at £43 per annum each; also Five Houses, Nos. 43, 49, 50, 51, and 52, Warlock-road, St. Peter's-park, Paddington, let at £40 per annum each; and No. 29, Fernhead-road, St. Peter's-park, Paddington, let at £56 per annum; unexpired term 70 years, low ground-rents; also Freehold Building Land at Clacton-on-Sea, having frontage to Marine-parade; and Five £5 fully paid-up Shares in the Clacton and Woolwich Steamboat Company.

**MESSRS. BAKER & SONS** will **SELL** by AUCTION, at the MART, E.C., on **FRIDAY, JUNE 24th**, at **TWO**, in 16 Lots, the above excellent **FREEHOLD AND LEASEHOLD INVESTMENTS**.

Particulars of E. Elwes, Esq., Solicitor, 8, Farnival's-inn, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

## GLOUCESTERSHIRE.

The Cowley Manor Estate, a highly enjoyable Freehold Residential and Sporting Domain five miles from Cheltenham, nine from Gloucester, and ten from Cirencester, comprising 1,570 acres, bounded by high roads. The modern mansion is charmingly placed on table land, whence extensive views of its own park-like grounds, lakes, and woods are obtained. It is stone built in the Italian style, newly decorated, and in excellent order, and comprises every necessary accommodation for a county family. There are two daily posts and a private telegraph wire from magistrates' room to Gloucester. There is a telephone to stables. All windows are connected with electric call bells in butler's pantry. The coach-house and stable premises are newly built, and hold 33 horses, kennels for a pack of hounds. It is in the Cotswold Hunt, and within easy distance of Lord Fitzhardinge's and the V. W. H. Hounds. The church adjoins the grounds. The gardens and pleasure grounds are inexpensive to maintain, and slope to the ornamental lakes, which are supplied from one of the sources of the Thames, and, with their islands, are prominent features in the grounds, and all newly restocked with Loch Leven trout. A small deer park of red and fallow deer. Extensive kitchen gardens, with orchard houses, graperies, melon and plant houses, hot and green houses, new keeper's house, iron kennels, and pheasantry. The covert contains 150 acres, including Cowley-wood, a well-known fox covert, and the shooting over the whole estate, with 1,000 acres adjoining, is in hand. Partridge and ground game and a large head of pheasants are reared; 2,000 head killed annually. The far-famed views of the Vale of Gloucester, extending to the Welsh and Malvern Hills, are seen from the estate. It is divided into four farms, each with farmhouse and homestead, also numerous cottages, all let; likewise the George Hotel at Birdlip-hill, and some small holdings, and the Manor of Cowley. Water laid through village, with fire hydrants. Early possession can be had by arrangement.

**MESSRS. DRIVER & CO.** are instructed to offer the above **FREEHOLD RESIDENTIAL AND SPORTING DOMAIN** to AUCTION, at the MART, Tokenhouse-yard, Lothbury, London, on **TUESDAY, 5th JULY**, at **TWO o'clock** precisely in One Lot (not as previously sold by private contract).

Particulars of Messrs. Carlisle, Umma, & Rider, Solicitors, 8, New-square, Lincoln's-inn; and of Messrs. Driver & Co., 4, Whitehall, London.

## KENT.

Monk's Horton-park Estate, a charming Freehold Residential Estate, within a mile and a half of Westerham Station (S.E.E.), eight miles from Folkestone and Ashford, 24 miles from Sandling Junction, 30 minutes by Folkestone boat train to London. The residence, built by the present owner of Kentish rag stone on site of old manor-house, is approached through an elm avenue delightfully situated in its own well-timbered park. It has four reception rooms, 12 bed and dressing rooms, charming and inexpensive gardens, surrounded by picturesque and well-timbered park of high feeding quality and well watered. Good partridge and ground game shooting, and a fair head of pheasants can be maintained on the estate, which includes 90 acres of covert. The kennels of the East Kent hounds are within four miles, and the best meets are in the district. Extensive views of the Weald of Kent and the Channel to the French Coast are had from the estate. The whole comprises about 900 acres (in a ring fence), 500 of which are grass, including rich fattening pastures, which have enabled the owner to perfect his Sussex herds and carry a breeding flock of over one ewe to the acre, and only 200 are barley and turnip land. It is divided into three farms, with suitable homesteads and nine labourers' cottages. For the last thirty years it has been highly farmed from choice by the vendor, whose celebrated herd of Sussex cattle is well known at the Smithfield Show. The Manors of Horton and Shepreth, also the lordship of Romney Marsh, are included. Possession at Michaelmas.

**MESSRS. DRIVER & CO.** (in conjunction with Messrs. W. & B. HOBBS, of Ashford) will offer the above choice **RESIDENTIAL ESTATE** to AUCTION, at the MART, Tokenhouse-yard, London, on **TUESDAY, the 21st JUNE**, at **TWO o'clock** precisely, in One Lot (unless previously disposed of by private contract), and if not sold the property will be offered in Lots at Ashford in July.

Particulars of C. E. Baker, Esq., Solicitor, 22, Great George-street, Westminster; of Messrs. W. & B. HOBBS, Auctioneers and Land Agents, Ashford; and of Messrs. Driver & Co., 4, Whitehall, London.

## SOUTH HANTS.

The Brambridge Estate.—A charming Freehold Residential Property, containing about 600 acres, 24 miles from Bishopstoke (Eastleigh) Station, five from Winchester, and seven from Southampton, comprising a charming mansion, approached by two entrance lodges, through a well-timbered park, a special feature in which is a triple lime avenue. The residence was rebuilt about 80 years ago, from designs, and under the superintendence of the late Sir Digby Wyatt, on a gravel subsoil, and surrounded by delightful pleasure grounds, lawns and flower gardens, through which the River Itchen flows over several cascades. It contains lofty entrance-hall, with carved oak staircase and balcony, drawing-room 53 ft. by 31 ft. with large conservatory adjoining; dining room, 31 ft. by 21 ft.; library, 31 ft. by 21 ft.; billiard room, 31 ft. by 21 ft.; school room, smoking room, study, and 23 bed and dressing rooms, with all usual and necessary domestic offices. The house is heated with hot air, and supplied with water from the river. The stabling consists of four loose boxes, ten stalls, two large coach houses, harness rooms, coachman's cottage, and men's rooms. There are capital walled-in garden, with gardener's cottage, vineries, plant houses, and potting sheds. The estate is divided into Bagle and Upper Brambridge, Paddingtons, Leylands, and Highbridge Farms, with grassland and smaller occupations and cottages. There is excellent shooting, with trout and grayling fishing for nearly three miles, embracing some of the best reaches of the Itchen. Meets of H. H. Hambleton, and Hursley Hounds are within easy reach.

**MESSRS. DRIVER & CO.** are instructed to offer the above **FREEHOLD RESIDENTIAL PROPERTY** to AUCTION, at the MART, Tokenhouse-yard, Lothbury, London, on **TUESDAY, 21st JUNE**, at **TWO o'clock** precisely (unless previously sold by private contract).

Particulars of Messrs. Cunliffe & Davenport, Solicitors, 43, Chancery-lane; of Messrs. Rawlinson & Squarey, Salisbury, and 22, Great George-street, Westminster; and of Messrs. Driver & Co., 4, Whitehall, London.

## LINCOLN'S INN.

**MESSRS. EILOART** will **SELL** by AUCTION, at the MART, City, on **TUESDAY, JULY 12th** NEXT at **TWELVE o'clock**, a valuable SET of **FREEHOLD CHAMBERS**, situate in No. 7, New-square. The accommodation comprises on the ground floor 3 rooms, and in the basement, 3 rooms, lavatory, and cellar. They are most conveniently situated in the extreme west corner of the square, and open into the new passageway leading through to Carey-street. Let on a repairing lease at a low rental.

Full particulars and conditions of sale may be had of Messrs. Rowcliffes, Rawle, & Co., 1, Bedford-row, W.C.; and of the Auctioneers, 40, Chancery-lane, W.C.

**FREEHOLDS**.—Extremely Attractive Investment.—Clapham Park.—Five unusually well-built high-class detached and semi-detached Family Residences, producing £205 a year from substantial tenants; splendid position, three minutes from Clapham-common; price £5,000, or fair offer; would divide, and two-thirds can remain on Mortgage.—FIRKHOLDER, "Woodside," Kenley, Surrey.

**FREEHOLD GROUND RENTS** to pay 5 and 4½ per cent.; cash required £400 to £1,000; also Leasehold of £40, price £700; above Parcels to be sold cheaply to close accounts.—List on application to OWEN, 40, Ladbroke-grove, W.

The charming Freehold Residential Estate known as Hutton Hall, about one mile from Shenfield and Hutton Junction Station on the Great Eastern Railway, three from Brentwood, Essex, and 80 from London, which is reached in about 30 minutes (by express). For sale, in consequence of the death of William J. Beadel, Esq., M.P. The estate lies in a ring fence in the centre of the Essex Union Hunt, within easy distance of meets of the Essex Foxhounds and the Essex Staghounds, and affords opportunities for the enjoyment of very good mixed shooting.

The substantial red-brick mansion, in perfect order throughout, is prettily situated a short distance from the church, village, and post and telegraph offices, in tastefully-disposed pleasure grounds, and commands extensive views of the neighbourhood. It is approached by carriage sweep with lodge entrance and through an avenue, and is partly surrounded by fine old well-grown elms, in which is a rookery. It contains spacious and lofty entrance hall, fitted with a magnificent carved oak mantel and panelled walls, drawing room, with boudoir opening to conservatory, dining room, and library. The main staircase ascending from the hall leads to eight principal bed rooms, bath room, &c., and there are ample servants' rooms approached by separate staircase; also the usual domestic offices on ground floor. The water supply is excellent, and the house is warmed by hot-water pipes. Well stocked walled-in kitchen garden, with vineries and plant house, stabling for 8 horses, and cottages for coachman and gardener.

The farm premises include two houses and homestead known as Mills Farm and Creasey's Farm. The land is in a high state of cultivation, the area being about 750 acres.

In separate Lots will be offered:—

Farms of 134 and 137 acres with suitable houses and homesteads.

Small residence and 14 cottages in the village.

The Freehold Building Estate, in two blocks, adjoining the railway station, comprising about 125 acres of undulating pasture and woodland, ripe for immediate development, and having large frontage to existing roads.

A brickfield, 40 acres (on the further side of the railway), in full work and doing a large trade. Also The Manor of Hutton Hall, with its rights and privileges.

**MESSRS. BEADEL & CO.** are instructed to **SELL** by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on **THURSDAY, JUNE 30th**, at **TWO o'clock** precisely, in Lots, the above valuable **FREEHOLD ESTATE**.

Particulars, with plans, view, and conditions of sale, may be obtained of Messrs. Ingram, Harrison, & Ingram, Solicitors, 67, Lincoln's-inn-fields, London, W.C.; of W. B. Blood, Esq., Solicitor, Witham, Essex; of Messrs. Meredith, Roberts, & Mills, Solicitors, 8, New-square, Lincoln's-inn, London, W.C.; at the Mart; and, with orders to view, of Messrs. Beadel & Co., 97, Gresham-street, London, E.C.

**MESSRS. ROBT. W. MANN & SON,**

SURVEYORS, VALUERS,

AUCTIONEERS, HOUSE AND ESTATE AGENTS,

ROBT. W. MANN, F.S.I., THOMAS R. RANSON, F.S.I.

J. BAGSHAW MANN, F.S.I., W. H. MANN,

12, Lower Grosvenor-place, Eaton-square, S.W., and

32, Lowndes-street, Belgrave-square, S.W.

**MESSRS. H. GROGAN & CO.**, 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application.

**5½ PER CENT.**—To Trustees and others desiring a secure investment.—Four excellent Freehold shops, situate in the High-road, Kilburn, all let as repairing leases at rentals now producing £230 per annum. For particulars apply to E. KELSEY, 145, Tottenham-court-road, W.

**LINCOLN'S INN FIELDS.**—Offices to be

Let on the First Floor; a Suite of Three or five handsome Rooms; bay windows overlooking the gardens; southerly aspect; also one other Suite higher up suitable for residential purposes; hall porter in uniform; moderate inclusive rent.—Apply to HOUSEKEEPER, 3, Lincoln's-inn-fields, or to Mr. COOKMAN, 63, Chancery-lane.

**PHENIX FIRE OFFICE, 19, LOMBARD-STREET, and 57, CHANCERY-CROSS, LONDON.**

Established 1782.

Lowest Current Rates.

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General Manager.